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Contents.

Cases Reported this Week.

CURRENT TOPICS.

THE CHAMBERS of Mr. Justice KEKEWICH will be open for vacation business on Tuesday, Wednesday, Thursday, and Friday in each week from 10 to 2 o'clock.

THE CHANCERY REGISTRARS in vacation will be Mr. LAVIE and Mr. CARRINGTON. During the first half of the vacation Mr. CARRINGTON will be in attendance. The registrar's chambers will be open every day from 10 to 2 o'clock.

AS AN INDICATION of the near approach of the Long Vacation it is announced, with regard to the judges of the Chancery Division, that no more witness actions will be heard after this week. This, of course, does not apply to Mr. Justice ROMER, who continues the hearing of witness actions from day to day until the courts rise.

ALTHOUGH Mr. Justice BARNES has resumed his duties in the Probate, Divorce, and Admiralty Division, thus providing two courts for the dispatch of business of that division, it is found that, on account of the number of cases in the list, the assistance of Mr. Justice LAWRANCE is necessary, and that learned judge has been called in to form a third court, with a view to avoiding an excess of arrears being thrown over the Long Vacation.

ALTHOUGH IN consequence of the length of the sittings now about to close, many witness actions have been disposed of, there is every reason to expect that a goodly number of these will be found in the printed lists at the commencement of the Michaelmas sittings. Since the last transfer to Mr. Justice KEKEWICH of thirty such actions, there have been set down about a score, all of which, with those transferred, will go over together with any set down during the vacation. Mr. Justice ROMER is just entering upon the hearing of the cases last transferred to him, so that the bulk of that transfer will go over.

WE ARE glad to see that Mr. Justice CHITTY, in the case of *Simmons* v. *Simmons*, reported last week (*ante*, p. 673), upheld the decision of the taxing-master on the construction of regulation 38*b* (R. S. C. ord. 65, r. 27), and refused to stretch the rule so as to include a case which was not exactly within its terms. This rule, which imposes a penalty on a solicitor whose bill, "being payable out of a fund or estate (real or personal), or out of the assets of a company in liquidation," is re-

duced by a sixth part on taxation, is, the taxing-master held, a penal rule, and ought therefore to be construed strictly, and the judge took the same view. The rule is one which frequently presses hardly on solicitors, whose bills may be in every respect fairly drawn, but include costs which, on some doubtful or difficult question of principle, are disallowed on taxation.

THE LATER ELECTIONS have added two new solicitor-members of Parliament to the six we mentioned a fortnight ago. Mr. THOMAS SKEWES-COX, who represents Richmond, Surrey, is the head of the firm of Skewes-Cox, Nash, & Co., of 8, Lancaster-place, Strand, London, and Richmond. He was admitted in 1881, and is a justice of the peace and alderman of Richmond. Mr. HARRY FREDERICK POLLOCK, who has been returned for the Spalding Division of Lincolnshire, practises at 11, St. Helen's-place, City. He was admitted in 1878, and is, we believe, a grandson of Chief Baron POLLOCK. These returns, with the six formerly noticed, and Sir H. FOWLER and Sir A. K. ROLLIT, make ten English practising solicitor-members of the new Parliament. In the other branch of the profession the later returns have resulted in a large addition of new lawyer-members. Among them may be mentioned Mr. F. G. BARNES (North-East Kent), Mr. J. C. BIGHAM, Q.C., Mr. O. L. CLARE, Mr. C. A. CRIPPS, Q.C., Mr. R. B. FINLAY, Q.C., Mr. E. A. GOULDING, Mr. E. J. GRIFFITH, Sir W. C. GULL, Bart., Mr. A. HOPKINSON, Q.C., Mr. W. T. HOWELL, Mr. A. K. LOYD, Q.C., Mr. R. MCKENNA, and Mr. D. N. NICOL.

THERE HAS BEEN a very prevalent impression that the valuable section in 52 Vict. c. 7, which the Council of the Incorporated Law Society were the means of obtaining, relieved a purchaser in all events from the obligation of inquiring as to payment of succession duty in all cases where the death occurred more than twelve years ago. This was not so. The section (12 (1)) provides that "real property, or any estate or interest therein, shall not, as against a purchaser for valuable consideration, or a mortgagee, remain charged with or liable to the payment of any sum for succession duty . . . . after the expiration of twelve years from the happening of the event (whether before or after the passing of this Act) which gave rise to an immediate claim to such duty, *or if such period of twelve years expires within six years from the date of the passing of this Act, then after the expiration of six years from the last-mentioned date.*" The Act was passed on the 31st of May, 1889, so that the six years expired on the 31st of May last. Since that date, but only since that date, all purchasers and mortgagees are relieved from the necessity of inquiring as to payment of succession duty on deaths occurring more than twelve years ago.

THERE IS doubtless great virtue in SHEPPARD'S Touchstone, but it may be questioned whether the correct way of using it is to take a particular passage as gospel and neglect all developments of the law due to modern judicial decision. Yet this seems to be the course pursued by the Court of Appeal in giving judgment in *Baynes & Co.* v. *Lloyd*. From the Touchstone (p. 165) it is to be inferred that upon a lease for years made by the words "demise" or "grant" there is implied a covenant for quiet enjoyment during the term against the lessor and persons claiming under him. Subsequent cases, however, have materially varied this statement of the law. It has been generally accepted that the implied covenants are two: a covenant for title—that is, for power to let—founded on *Holder* v. *Taylor* (Hob. 12)—as well as a covenant for quiet enjoyment; and the law is thus laid down in *Burnett* v. *Lynch* (5 B. & C., p. 609), *Line* v. *Stephenson* (5 Bing. N. C. 1837), and *Mostyn* v. *West Mostyn Coal and Iron Co.* (24 W. R. 401, 1 C. P. D., p. 152). It may be a question what is the exact nature of the covenant for title, but that such a covenant exists has hitherto seemed clear. Moreover, as we pointed out in discussing the subject previously (*ante*, p. 144), there is no magic in words, and recent authorities (*Hart* v. *Windsor*, 12 M. & W., p. 85, and *Mostyn* v. *West Mostyn Coal Co.*, *suprà*) shew that any words creating a lease have the same effect as "demise" in implying the above covenants. The covenant for quiet enjoyment, indeed, has hitherto been implied from the mere relation of landlord and tenant, without any lease in writing (*Bandy* v. *Cartwright*, 8 Ex. 913; *Hall* v. *City of London Brewery Co.*, 2 B. & S. 737). And this covenant seems to have been treated as an absolute covenant and not limited, like the ordinary express covenant, to the acts of the lessor and persons claiming under him. Hence in *Nokes' case* (4 Rep. 80*b*) the limited express covenant was held to exclude the general implied covenant. But all this law is either upset or at least unsettled by the Court of Appeal. Affirming the judgment of Lord RUSSELL, C.J., the court has apparently suggested that covenants are implied only from the word "demise"—the word "grant" has by 8 & 9 Vict. c. 106, s. 4, ceased to have such effect—and that the only covenant which can be implied is a covenant for quiet enjoyment limited to the acts of the lessor and those claiming under him. From the cases cited above it will be seen that we thus get rid of a considerable body of authority. There remains the rule settled by *Swan* v. *Searles* (Dyer, 257*a*), *Adams* v. *Gibney* (6 Bing. 656), and *Penfold* v. *Abbott* (11 W. R. 169), that the implied covenant for quiet enjoyment lasts only during the estate of the lessor. To this the Court of Appeal assented, and affirmed accordingly the decision of Lord RUSSELL. The question of implied covenants in a lease is one of considerable difficulty, and the mode in which the Court of Appeal has dealt with it does not seem calculated greatly to lessen the difficulty. Of course the matter would be simple enough if it were definitely decided that only the word "demise" implies a covenant, and that the covenant is a limited covenant for quiet enjoyment available only during the estate of the lessor, but we do not understand that the Court of Appeal has gone as far as this.

A FEOFFMENT is a form of conveyance which seldom troubles the courts at the present day, but the decision of STIRLING, J., in *Re Maskell and Goldfinch's Contract* (43 W. R. 620) shews that it may still present difficulties in the case of lands of gavelkind tenure. In respect of such lands the custom of Kent extends the age of wardship to fifteen years, a year longer than for guardianship in socage at common law, but it makes amends to the infant by relieving him to some extent of the disability to deal with the land which the common law imposes on him. Thus the Custumal of Kent states that from the time the heirs in gavelkind have passed the age of fifteen years it is lawful for them to give and sell (*doner e vendre*, Sandys' Consuetudines Kantiae, p. 8) their lands or tenements at their pleasure. Upon this general rule, however, certain restrictions have been placed. The alienation must be by feoffment, and the livery of seisin must be made by the infant himself, not by an attorney for him (Robinson on Gavelkind, p. 249). But whether also the feoffment must be upon a sale for a full consideration has been a matter of dispute. The words quoted above are "give and sell," and elsewhere the power is said to be "*dare vendere*" (Itin. of Kent, 55 Hen. 3), in each case the effect being to limit the power to a feoffment on sale. On the other hand, other copies of the Custumal read "*doner ou vendre*" (Robinson, p. 277), and hence it has been argued that the power is not limited to alienation on sale. The reading *doner e vendre*, however, occurs in the text used by LAMBARD (Perambulation of Kent, published in 1576), and is the foundation both of his own comment, that the alienation must be for a recompense (p. 566), and of the statement in Bacon's Abridgment (Vol. 4, Tit. "Gavelkind," p. 49) that though the liberty of selling was allowed at the age of fifteen for the convenience and necessity of commerce, which in the case of small divided shares was absolutely necessary, yet it was allowed under such limitations and restrictions that the infant could not be wronged or imposed upon. "Therefore an infant that sells must have a valuable consideration, because otherwise it is a plain sign that he was defrauded." The effect of the text-books is stated in a note to Davidson's Precedents (4th ed., Vol. 2, Pt. I., p. 244, and see Elton's Tenures of Kent, p. 84), but hitherto there seems to have been no judicial decision on the point. In *Re Maskell and Goldfinch's Contract* (*suprà*) land of gavelkind tenure had descended on three sons subject to the dower of their mother. Two of the sons were over fifteen, but under twenty-one. The land was sold to a

purchaser for £750, and by arrangement between the vendors half of this was to go to the mother and the rest among the sons. The property was duly conveyed by feoffment. Upon a subsequent sale the new purchaser took the objection that the infants had not received their proper share of the purchase-money, and that the sale was invalid. STIRLING, J., adopted the view of the law advanced in Bacon's Abridgment, and held that the objection was a good one. In other words, the feoffee from an infant only gets a good title when the feoffment is made upon a sale, and when the infant gets the full consideration for his interest in the property.

A POINT of great importance, which, curiously enough, has not yet come before the courts, appears to arise under the Railway and Canal Traffic Act of 1888, with reference to contracts by railway companies for a through journey, partly by sea and partly by land. Such contracts are now of daily occurrence, and two questions have arisen upon them. In the first place, it has been held that such a contract is divisible, and that the company is entitled to the protection of the Carriers Act of 1830 in respect of the land, though not of the sea, transit (*Le Conteur* v. *London and South-Western Railway Co.*, 14 W. R. 80, L. R. 1 Q. B. 54; and, conversely, that in respect of the sea transit the company is entitled to the protection of the Merchant Shipping Act, 1854 (*London and South-Western Railway Co.* v. *James*, 21 W. R. 151, L. R. 8 Ch. App. 241). In the second place, it has been held that, by virtue of section 16 of the Regulation of Railways Act of 1868 (31 & 32 Vict. c. 119) the whole of the Railway and Canal Traffic Act of 1854 is made applicable to all railway companies which are authorized to "build or buy or hire, and to use, maintain, and work, or to enter into arrangements for using, or maintaining, or working steamboats for the purpose of carrying on a communication between any towns or ports" (*Cohen* v. *South-Eastern Railway Co.*, 25 W. R. 475, 2 Ex. D. 253, and *Doolan* v. *Midland Railway Co.*, 2 App. Cas. 792). The result of these decisions was, as is pointed out by MELLISH, L.J., in his judgment in the former case, that railway companies cannot issue tickets for a through journey which are invalid under the Railway and Canal Traffic Act of 1854, s. 7, in respect of the land transit, and yet are valid for the sea transit, subject to this, that by section 14 of the above-mentioned Act of 1868, a company may, by affixing the requisite notice in its office, protect itself against certain enumerated marine risks, which, it is to be observed, do not include negligence. The important point to remark, however, for the present purpose, is that it is only by virtue of the concluding words of section 16 of the Act of 1868 that the provisions of the Railway and Canal Traffic Act of 1854 were held to apply to the contracts in question, so that, apart from that section, the last-mentioned Act would not apply, and the contracts being, as before pointed out, divisible, conditions might have been inserted which would have been invalid in respect of the land-transit, under section 7 of the Act of 1854, but valid in respect of the sea-transit. Now by the schedule to the Railway and Canal Traffic Act of 1888 the very words in section 16, paragraph 2, of the Act of 1868 which were held to apply the Act of 1854 have been repealed. The way in which this has come about may be easily inferred: The words in question are introduced as a proviso at the end of the 16th section of the Act of 1868, and the section itself deals entirely with equality of rates. The draftsman of the Act of 1888 no doubt thought that the proviso only incorporated the Act of 1854 so far as equality of rates was concerned, and inasmuch as the Act of 1888 deals fully with this matter, he probably thought it simpler to repeal the above-mentioned proviso. He did not, however, observe that the Act of 1888 does not apply section 7 of the Act of 1854 to railway companies undertaking through traffic partly by land and partly by sea, nor that it was only by virtue of the repealed proviso that the section in question was so held applicable. The result, however, seems to be that the Legislature has, by an oversight, failed to prevent that very inconvenience which MELLISH, L.J., considered impossible to have been intended, and that railway companies issuing tickets for a mixed journey by land and sea may insert conditions which will be invalid in respect of the land-transit under section 7 of the Act of 1854, but valid in respect of the sea-transit. If this conclusion be correct, the point is manifestly one of great practical importance, considering how very large a number of through tickets are daily issued by railway companies.

THE DECISION of Mr. Justice STIRLING the other day, in *Middleton* v. *Bradley* (W. N., 1895, p. 123), is worthy of notice. At last a judge of the High Court has decided that section 29, sub-section 6, of the Patents Act, 1883, is not confined to a case where the action comes on for trial. This establishes what was previously not quite clear—namely, that in no case whatever can a taxing master allow costs of particulars of objection in the absence of a certificate under that section. Prior decisions under the Act tended to this conclusion, but there was no direct decision on the point. Indeed, Vice-Chancellor BRISTOWE, in *Rothwell* v. *King* (4 Rep. Pat. Cas. 397), expressed an opinion that where an action was discontinued on notice, the taxing master could, in the absence of a certificate, allow proper costs of particulars of objection. Mr. Justice STIRLING'S decision negatives this opinion. The rule on taxation under notice of discontinuance will be the same as in other cases where there is no certificate—that the costs of particulars will be disallowed. The rule, doubtless, is unfair, but that is the fault of Parliament.

THE COURT of Appeal has held in *Thomas* v. *Lulham* (reported elsewhere) that a landlord to whom by the lease rent is reserved payable on the usual quarter days, with a proviso of re-entry on non-payment, whether demanded or not, does not waive the forfeiture, and deprive himself of the right to maintain ejectment against his defaulting tenant, by distraining for the rent in arrear, provided the distress does not liquidate the arrears but leaves at least half a year's rent still due and owing. This decision is fully warranted by the terms of section 210 of the Common Law Procedure Act, 1852 (15 & 16 Vict. c. 76), which, by requiring the ejecting landlord proceeding thereunder to prove that there was no sufficient distress to be found on the premises countervailing the arrears of rent, seems to contemplate the making of an actual distress as being the most obvious and conclusive method of demonstrating its insufficiency. A distress must, in fact, be made after the forfeiture in order to satisfy the statute. The decision is in accordance with the judgment of the Court of King's Bench in *Brewer* v. *Eaton* (3 Dougl. 230), and does not conflict with the *decision* in *Cotesworth* v. *Spokes* (10 C. B. N. S. 103).

THE JURISDICTION OF THE DISCIPLINE COMMITTEE.

IN the case of *The Queen* v. *Incorporated Law Society* the Divisional Court (POLLOCK, B., and WRIGHT, J.) have decided a point of great importance on the jurisdiction of the statutory committee appointed under the Solicitors Act, 1888. Until the passing of that Act the practice in a case of alleged misconduct by a solicitor was, as is well known, to apply to the court for an order that the solicitor should either answer allegations contained in an affidavit or should be struck off the roll, and ordinarily the matter was referred to the master to report upon. The object of the Act was to avoid the necessity of the preliminary application to the court, and to substitute for the inquiry before the master, an inquiry by a committee of the Council of the Incorporated Law Society. The provisions of the Act on this point are contained in section 13, which enacts in the first place that an application of the nature just specified shall be made to and heard by the committee in accordance with rules to be made under the Act. The section then provides that the committee, after hearing the case, shall embody their finding in the form of a report to the High Court of Justice, save in the case of an application at the instance of the solicitor himself, when the report is to be made to the Master of the Rolls. So far the Act seems to impose on the committee the duty of hearing every application and of making a report thereon, but an important proviso is introduced by the next

paragraph of the section. This runs as follows:—"If the committee are of opinion that there is no *primâ facie* case of misconduct against the solicitor, the society need not take any further proceedings; but if the committee are of opinion that there is a *primâ facie* case, it shall be the duty of the society to bring the report of the committee before the court."

By rule 1 of the Rules of the 31st of January, 1889, which were issued under the Act, it is required that an application to the committee shall be in writing under the hand of the applicant, and shall be sent to the registrar, together with an affidavit by the applicant, stating the matters of fact on which he relies in support of the application. It has been the practice of the committee, on receipt of the written application, to consider whether a *primâ facie* case is made by the affidavit, and if, in their opinion, no such case is made, they have acted under the proviso quoted above, and have declined to take any further proceedings. It was stated by Sir EDWARD CLARKE, who appeared for the society in the present case, that out of over 760 applications made to the committee since its formation, some 460 had been refused at this stage.

It has been contended that this procedure is wrong, and that the committee are bound in every instance to hear the case and draw up their report, whether it is subsequently brought before the court or not. It may be admitted that the mode in which the provisions of section 13 are arranged lend some colour to the argument. The first paragraph seems to require the committee to hear the application, and the second to require them after the hearing to draw up a report. Then comes the third paragraph, which directs the society how to act when there is not, and when there is, a *primâ facie* case respectively. It may plausibly be argued that this proviso comes into effect only after the committee, acting in pursuance of the first two paragraphs, have heard the case and have drawn up a report. If they are then of opinion that there is no *primâ facie* case, the society need not take any further proceedings; but if the committee are of opinion that there is a *primâ facie* case, the society must bring the report before the court. This construction seems to be assisted by the consideration that the proviso is directed at the action of the society, not of the committee, and it may be said that the society are not in a position to arrive at any decision until the committee have drawn up a report.

But it is evident from the figures quoted above that such a reading of the section would be productive of very grave hardship. In more than half the cases which have been brought before the committee, the solicitors whose conduct has been impugned would have been compelled to incur all the trouble and expense of appearing at the hearing and of being prepared with evidence, when, upon the facts as sworn to by the applicant, there was not even a *primâ facie* case against them. The condition of things would, indeed, be worse than under the old system, for it is clear that upon an application to the court an inquiry before the master would not have been directed if no *primâ facie* case was made. It is more reasonable to suppose that the Legislature intended that there should still be a chance of stopping the proceedings *in limine*, while the committee was substituted for the master in all cases which really required investigation.

An opening for this construction is made by the provision at the beginning of section 13 that the application shall be made to and heard by the committee in accordance with the rules. If the hearing followed the application as a matter of course, there would be no reason for the requirement of rule 1 that an affidavit must be sent with the application to the registrar. It would be sufficient for the affidavit to be served in due time before the hearing on the solicitor. The sending of the affidavit to the registrar gives the committee an opportunity of intervening at the earliest stage of the proceedings and deciding that no further steps shall be taken. Section 13 would undoubtedly have gained in clearness had the proviso, allowing proceedings to be stopped when no *primâ facie* case is made, been specifically applied to the interval between the application and the hearing, but the section is in general terms, and as it stands it is quite possible to give it such an application. This view prevailed with the Divisional Court, who have determined that the section will bear the construction which the committee have placed upon it. In other words the committee are charged with the duty of deciding, first, whether a *primâ facie* case is made out by the affidavit, and then, if such a case is made out, of fully investigating the charges. Mr. Justice WRIGHT likened them to a magistrate who has to determine whether, on the facts submitted to him, he shall grant a summons, or they may be likened to a grand jury, who have to determine whether a person charged with an offence shall be put upon his trial. In the case of a charge of professional misconduct made against a solicitor, it is essential that some authority should in this way determine whether there is anything for the solicitor to answer, and the discipline committee is clearly the right authority. Any other decision than that given by the Divisional Court would have rendered an alteration of the Act imperative.

PROHIBITED HOURS.

II.

II. *Rights and duties of lodgers, bonâ fide travellers, and persons travelling by railroad (while at railway refreshment rooms).*—It is undisputed that all these classes of persons—the lodger in a licensed house, the *bonâ fide* traveller while in a licensed house, and the railway traveller while at a railway station—have equal legal rights of consuming liquors during prohibited hours. These rights are conferred by the express words of the Act. But while it has been formally decided that a lodger in a licensed house has a right to entertain his guests and that they are entitled to consume with him refreshments provided at his own expense, the question has not been formally raised as regards the two categories of travellers. It seems, however, to be clear that, on principle, no distinction in this respect can be drawn between the lodger and the traveller. The rights of the lodgers in licensed premises to entertain their guests and supply them with intoxicating liquor during prohibited hours are laid down in the case of *Pine* v. *Barnes* (36 W.R. 473, L. R. 20, Q. B.D. 221). HAWKINS, J., says:—"I find nothing to prevent a lodger who has lawfully bought the liquor from allowing his *bonâ fide* guests to drink it. If such liquor is honestly bought by a *bonâ fide* lodger for himself, and he entertains his friends with the liquor which he had a right to buy and the publican has a right to sell him, I fail to see how the publican can be liable under the Act." The facts in *Pine* v. *Barnes* were somewhat unusual, but the judgments delivered are quite general in terms, and justify the widest expression of the right of a lodger in licensed premises to entertain his *bonâ fide* guests at his own expense.

The question then remains: As *bonâ fide* travellers in licensed premises and railway travellers at railway stations have the same rights of consumption during prohibited hours conferred on them by the Act, have they the same rights of entertaining guests which the court in *Pine* v. *Barnes* declared that a lodger had? It is to be remembered that the mere words of the Act do not confer on the lodger (any more than a traveller) the right of entertaining guests. The court, however, held it to be a necessary deduction from the lodger's right of consumption that he should be able to ask his friends to assist him in consuming. Upon principle, therefore, it would seem that the courts would hold that the traveller has the same deduced right of entertainment as he undoubtedly has the same primary right of consumption. The considerations relied on by POLLOCK, B., in the case of *Pine* v. *Barnes* are equally applicable to the case of a *bonâ fide* traveller in licensed premises or of a railway traveller at a railway station. "We think that the liquor was supplied to and sold to" the lodger "within the exception of section 10; and whether it was all drunk by him or whether his guests drank their share of it is immaterial."

Of course it is assumed that the *bonâ fides* of the parties is not in question. In relation to this point HAWKINS, J., in *Pine* v. *Barnes*, makes some remarks which lay down an intelligible and safe rule. "I agree that the justices should closely scrutinize the cases before them . . . but if on scrutinizing the evidence . . . they come to the conclusion that the case is *bonâ fide*, and that the publican honestly sells and the lodger honestly buys liquor after closing hours, and it is consumed by the *bonâ fide* guests of the lodger, I see no reason why the justices should not find those facts and refuse to convict." It

would also seem that when once the status of lodger or *bond fide* traveller or railway traveller has been established, and the fact that the liquor was paid for by such person has been proved, the *onus* lies upon the prosecution to shew that the persons who consumed the liquor were not his *bond fide* guests.

III. *Rights and duties of guests.*—It may be laid down as the present rule that the *bond fide* guest is not liable under any circumstances, unless the landlord is liable; while the converse of this proposition is not true, and the landlord may be liable while the *bond fide* guest is not. Again, it may be laid down that for the purposes of the Act, it is immaterial in considering the liability of the parties, whether the *bond fide* guest is admitted before or after closing time. This last proposition is important, as a recent magisterial decision assumed that the time of the admission of the guest was material.

As regards the first proposition, it is to be considered that section 25 of the Act of 1872, under which a guest is liable to be convicted for being on licensed premises during closing hours, is unintelligible without reference to section 9 of the Act of 1874, defining the offences which may be committed, and these offences are offences by the landlord. Under section 25 of the Act of 1872 any person found on licensed premises during prohibited hours is liable to be convicted unless he satisfies the court that "his presence on such premises was not in contravention of the provisions of this Act with respect to the closing of licensed premises." The provision in this respect of the Act of 1874 is of course to be comprehended in this statement of the law (Licensing Act, 1874, s. 1). As was pointed out by the Court in *Brigden* v. *Heighes* (24 L. T. 242), it is section 9 of the Act of 1874 which must be referred to for the purpose of ascertaining whether there has been a contravention of the provisions with respect to closing. And as CLEASBY, B., laid down in *Cooper* v. *Osborne* (25 L. T. 347), the exemptions contained in sections 10 and 30 of the Act are also exemptions for persons found on the licensed premises under the circumstances. The guilt of the guest pre-supposes the guilt of the landlord, and is non-existent when the landlord's is not proved. The remarks of Lord COLERIDGE, C.J., in *Corbet* v. *Haigh* (42 L. T. 186) may be referred to in this connection.

The guest, however, is not further identified with the landlord. A landlord may be convicted of suffering gaming in licensed premises, while his private guests playing the game during prohibited hours, are not liable under section 25 of the Act of 1872 for being present during prohibited hours (see *Cooper* v. *Osborne*, *ubi suprà*). So also, it appears the better opinion (although there is no decision on the exact point) that although a landlord who allows persons to play on his public billiard table during prohibited hours is liable under section 75 of the Act of 1872, nevertheless the players are not liable for being found on the premises, as long as no intoxicating liquors are sold.

Of course, it is here assumed as all along in the former cases, that the *bona fides* of the guest is not in question. A merely pretended "guest" may be liable although the landlord is not. For instance, if there be collusion between the lodger or the traveller and a pretended guest by which it is arranged that the guest shall be in reality the payer.

The second proposition—that it is immaterial whether a *bond fide* guest has been admitted before or after closing time—requires little consideration. It is rather surprising that a recent magisterial decision should turn on the point that the guest was admitted after closing time. Turning to the words of the statute, it will be seen that the offence of which a guest can be convicted is that of being "found" on licensed premises (during any period during which the premises are required to be closed) in contravention of the licensing Acts. As has been already shewn the provisions defining contravention of the Acts are to be found in section 9 of the Act of 1874. These provisions speak indifferently of the offence of opening or keeping open. So far for the words of the statute. Judicial interpretation of an analogous Scottish statute of 1862 has taken the same view (*Murray* v. *M'Dougall*, 10 R. J. C. 42). It seems evident, therefore, that there is no ground for drawing a distinction between the guest entering and the guest remaining during prohibited hours. If he be authorized to remain he is authorized to enter.

REVIEWS.

BOOKS RECEIVED.

Selden Society: the Mirror of Justices. Edited for the Selden Society by WILLIAM JOSEPH WHITTAKER; with an Introduction by FREDERIC WILLIAM MAITLAND. Bernard Quaritch.

A Handbook to the Ancient Courts of Probate and Depositories of Wills. By GEORGE W. MARSHALL, LL.D., Barrister-at-Law and Rouge Croix Pursuivant of Arms. Horace Cox.

The Hire-Purchase System. An Epitome of the Law relating to Hire-Purchase Agreements. By WILLIAM H. RUSSELL, Solicitor, Cheltenham. Waterlow & Sons (Limited).

Handy Book on the Law of Hiring and Purchase Agreements, including their relation to the Law of Bankruptcy, Bills of Sale, and the Factors Act, 1889, with Appendix giving Full Text of Factors Act and Full Report of the Decisions thereunder and in Bankruptcy, including the important case of *Helby* v. *Matthews*, and the Irish case, *Re Peel*. By JOSEPH MACAULEY, J.P., Solicitor, Belfast. W. & G. Baird, Belfast.

CASES OF THE WEEK.

Court of Appeal.

THOMAS v. LULHAM—30th July.

LANDLORD AND TENANT—LEASE—BREACH OF COVENANT FOR PAYMENT OF RENT—DISTRESS—WAIVER OF FORFEITURE—COMMON LAW PROCEDURE ACT, 1852, s. 210.

This was an appeal from the judgment of Mathew, J., at the trial without a jury. The action was brought to recover possession of a house and premises and arrears of rent due under a lease. By lease dated the 14th of January, 1884, the premises in question were demised by the plaintiff to the defendant for a term of twenty-one years from Christmas, 1883, at a yearly rent of £130. The lease contained a covenant by the defendant to pay the rent on the usual quarter days, and a proviso entitling the plaintiff to re-enter in case the rent, whether demanded or not, should be in arrear for twenty-one days after it became due, or in case the defendant should make default in any covenant by her to be performed. Upon the 25th of March, 1894, two quarters' rent were due and unpaid, and at Midsummer and at Michaelmas, 1894, two further quarters' rent also became due and remained unpaid. On the 22nd of November the plaintiff distrained for the arrears of rent, but was only able to realise such an amount as left more than half a year's rent still due. The writ in this action was issued on the 26th of November. The defendant contended that the levying of a distress on the 22nd of November was a waiver by the plaintiff of the right of re-entry or forfeiture; the plaintiff contended that, notwithstanding the distress, by reason of the provisions of section 210 of the Common Law Procedure Act, 1852, the action could be maintained. That section (which is a re-enactment of 4 Geo. 2, c. 28, s. 2) enacts that in all cases between landlord and tenant as often as it shall happen that one half year's rent shall be in arrear, and the landlord hath a right by law to re-enter for non-payment thereof, such landlord may, without any formal demand or re-entry, serve a writ in ejectment, and if it be proved upon the trial that half a year's rent was due before the writ was served, and no sufficient distress was to be found upon the demised premises countervailing the arrears then due, and that the lessor had power to re-enter, then, and in every such case the lessor shall recover judgment and execution in the same manner as if the rent in arrear had been legally demanded and a re-entry made. Mathew, J., gave judgment for the plaintiff for the arrears of rent, and for the defendant on the claim for possession. The plaintiff appealed. At the conclusion of the arguments the court took time to consider their judgment.

THE COURT (Lord ESHER, M.R., and KAY and A. L. SMITH, L.JJ.) allowed the appeal.

KAY, L.J., read a written judgment, in which he said that section 210 meant that a landlord who had power to re-enter for non-payment of rent might recover in ejectment, notwithstanding that he had distrained for such rent, if such distress did not produce sufficient to pay such rent but left half a year's rent still due. In this case the landlord had a right of re-entry if any quarter's rent should be in arrear twenty-one days. Three quarters' rent were due. The landlord distrained. The distress was not sufficient to pay one quarter's rent. Therefore, when he brought this action, half a year's rent was due, and the statute applied and enabled him to recover, notwithstanding the distress. That was the construction put upon the statute in *Dyson* v. *Eaton* (3 Doug. 30). It was argued that putting in the distress waived the right of re-entry at common law, and that the statute did not apply when a distress had actually been levied. The material words were, "if it shall be proved upon the trial that half a year's rent was due before the said writ was served, and that no sufficient distress was to be found on the demised premises countervailing the arrears then due." How could it be said that no sufficient distress was to be found without distraining? Goods on the premises were not distress until they were distrained, and the landlord could not tell what was to be found on the premises without putting in a distress. He had no right to enter the premises merely to see what goods were there. The statute evidently contemplated an actual distress, and expressly

authorized the ejectment under the power for re-entry, notwithstanding such distress, if half a year's rent remained due. But reliance was placed upon the language used by Williams, J., in *Cotesworth* v. *Spokes* (10 C. B. N. S. 103). In that case a lessor having a power of re-entry, distrained for three quarters' rent, and after realizing the distress, less than half a year's rent remained due. He then brought ejectment, but it was held that as half a year's rent was not due, the case was not within the statute, and that the action was not maintainable. The power of re-entry by the terms of the lease was, if a quarter's rent should be in arrear for twenty-one days. The three quarters' rent were due at Michaelmas, 1860, *i.e.*, the 29th of September. The distress was put in on the 2nd of October, that was within twenty-one days from that date. Ejectment was brought on the 2nd of November, after the expiration of twenty-one days, but part having been paid by the distress, there was not a right of re-entry for half a half's rent at the end of the twenty-one days after Michaelmas, and Williams, J., said that the distress was a waiver, because it was for the rent up to Michaelmas, as to the last quarter of which there was no right of re-entry at the time of the distress, because the twenty-one days had not expired. But if the distress had been confined to the rent due at Midsummer there would have been no waiver, because as to that the forfeiture had actually occurred. In this case it was unnecessary to express any opinion as to that part of the judgment which was not the ground of the decision before the court. In this case three quarters' rent were due on the 29th of September, and the distress was put in on the 22nd of November, more than twenty-one days after the last of the three quarters rent became due, and therefore that point did not arise. The appeal would be allowed and judgment given for the plaintiff.

Lord Esher, M.R, and A. L. Smith, L.J., concurred. Appeal allowed. Counsel, *Cavanagh*; *Aeneas Mackintosh*. Solicitors, *A. J. Thomas*; *A. M. Walker*.

[Reported by F. O. Robinson, Barrister-at-Law.]

OWNERS OF CARGO OF "MAORI KING" *v.* HUGHES—No. 1, 26th July.

Ship—Bill of Lading—Refrigerating Machinery—Implied Warranty of Fitness.

This was an appeal of the defendants from the judgment of Mathew, J., on a preliminary question of law arising in the pleadings. The action was brought to recover damages for breach of contract and breach of duty in and about the carriage of goods by sea. The defendants were the owners of the steamship *Maori King*. In November, 1894, the plaintiffs shipped some frozen meat on *The Maori King* at Melbourne to be carried to England. The vessel proceeded from Melbourne to Sydney, and on its arrival at the latter port it was discovered that the refrigerating machinery on the steamer had broken down, and it, therefore, became necessary to remove the plaintiffs' meat from the vessel together with other frozen meat which formed the cargo. As there was not sufficient cold storage for the whole cargo, a portion of it, including the plaintiffs' meat, had to be sold at once, owing to its liability to speedy decomposition. The plaintiffs alleged that it was an implied term in the undertaking contained in the bill of lading under which the meat was shipped that *The Maori King* and the refrigerating machinery therein were at the time of the shipment fit to carry the frozen meat to Europe; that the ship and the refrigerating machinery were not in fact so fit, and that owing to the improper construction of the machine it failed to keep the meat frozen, and that the meat was sold at a loss to the plaintiffs. The defendants by their defence (*inter alia*) denied that there was any such implied term in the bill of lading as alleged. The defendants further said that at the commencement of the voyage the steamer was fitted with refrigerating machinery of a proper construction, and before the voyage commenced the defendants used all due diligence with reference to the care and condition of the machinery, and that by the express terms of the bill of lading they were not accountable for damage or loss occasioned by the failure or breakdown thereof, or for accidents to or defects in the machinery. The terms of the bill of lading, so far as material, were as follows: "Refrigerator Bill. Shipped in apparent good order and condition . . . on board the steamship *Maori King* . . . for London . . . the following goods—viz., 4,553 carcases of hard frozen mutton . . . to be delivered (subject to the exceptions and conditions hereinafter mentioned) in the like good order and condition. . . . Steamer shall not be accountable for the condition of the goods shipped under this bill of lading, nor for any loss or damage thereto arising from failure or breakdown of machinery, insulation, or other appliances, nor for detention, nor for the consequences of any act, neglect, default, or error of judgment of the master, officers, engineers, crew, or other persons in the service of the owners, nor for any other cause whatsoever, and steamer shall be at liberty to jettison the whole or any part thereof if considered necessary on account of decomposition . . . loss or damage resulting from any of the following causes or perils are excepted . . . accidents to or defects in hull, tackle, boilers, or machinery, or their appurtenances." The action was placed in the commercial list, and the following preliminary question of law was ordered to be decided: "Whether it was an implied term of the bill of lading that *The Maori King* and the refrigerating machinery therein was at the time of the shipment fit to carry the frozen meat to Europe." Mathew, J., decided the question in the plaintiffs' favour. The defendants appealed.

The Court (Lord Esher, M.R., and Kay and A. L. Smith, L.JJ.) dismissed the appeal.

Lord Esher, M.R., said that the question was whether, under the circumstances which existed at the time of the contract, there was contained in the bill of lading a warranty that the refrigerating machinery was, at the time of shipment, fit to carry frozen meat to Europe. The court had to ascertain whether both parties contemplated and assented to that obligation being cast upon the shipowner. The bill of lading was headed "Refrigerator Bill," and the cargo was stated to be frozen meat. Now a shipper of frozen meat would know that if there were not proper refrigerating machinery on board the meat would spoil, and the shipowner would know that the shipper would not ship his meat and pay an increased freight unless the shipowner provided the necessary machinery. It was clear that both parties must have had in contemplation that at the commencement of the voyage there should be on board refrigerating machinery in a fit condition, and that was therefore an implied term of the bill of lading. If the exceptions in the bill of lading, which were express terms, were inconsistent with the suggested implied term, there could be no such implication, but in the present case the express exceptions in the bill of lading only applied to matters which might happen during the course of the voyage. They did not affect the implied warranty as to the state of things at the commencement of the voyage. The appeal would therefore be dismissed. This judgment on a preliminary question of law was an interlocutory judgment, and therefore an appeal lay to the Court of Appeal within twenty-one days. In cases such as this the trial of the other questions in the action would be stayed until the preliminary question had been finally decided by the Court of Appeal or by the House of Lords, as the case might be.

Kay, L.J., said that the bill of lading stated in terms that the frozen meat was to be delivered in as good order as when received on board. The special conditions did not relate to the state of the goods at the time of shipment, but to various things which might take place during the voyage. The question was whether there was to be read into the bill of lading a warranty with regard to the fitness of the refrigerating machinery, and the authorities had treated such a warranty as coming within the implied warranty as to seaworthiness (see the judgments of Lord Cairns and Lord Blackburn in *Steel* v. *State Line Co*, 3 App. Cas. 72). It had been argued that the only obligation on the shipowner was to take reasonable care to make the ship fit for the purpose for which it was about to be used. The case referred to shewed that that was not the obligation but that the ship must be absolutely fit, and there was an implied warranty that that was so, and there was a breach of that warranty if the refrigerating machine in *The Maori King* was not fit at the commencement of the voyage to perform the service contemplated by the bill of lading.

A. L. Smith, L.J., concurred. Appeal dismissed.—Counsel, *Moulton*, Q.C., *Joseph Walton*, Q.C., and *James Fox*; *Bigham*, Q.C., and *Scrutton*. Solicitors, *Hollams, Son, Coward, & Hawkesley*; *Walters, Johnson, Bubb, & Whatton*.

[Reported by F. O. Robinson, Barrister-at-Law.]

EARL OF SHREWSBURY *v.* WIRRALL RAILWAYS COMMITTEE—No. 2, 30th July.

Arbitration—Railway Company—Umpire's Fees paid by Landowner—Action to Recover—Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18), ss. 34, 35.

Appeal from Romer, J. The plaintiff was a landowner to whom notice had been given by the railway company that they required to purchase some of his land. The plaintiff claimed £21,700, and the railway company offered £9,500. The plaintiff having given notice to have the amount fixed by arbitration, the umpire fixed it at £11,865. The plaintiff took up the award and paid the umpire's fees, amounting to £410 4s. 6d. The bill for the costs of and incidental to the arbitration was taxed by one of the taxing masters, who struck out the item for £410 4s. 6d. as not being costs properly incurred by the landowner. The company refused to pay the amount, and the landowner brought this action to recover it. Section 34 of the Lands Clauses Consolidation Act is as follows:—"All the costs of any such arbitration and incident thereto to be settled by the arbitrators, shall be borne by the promoters of the undertaking, unless the arbitrators shall award the same or a less sum than shall have been offered by the promoters of the undertaking, in which case each party shall bear his own costs incident to the arbitration, and the costs of the arbitrators shall be borne by the parties in equal proportions." Section 35 provides that "the arbitrators shall deliver their award in writing to the promoters of the undertaking, and the said promoters shall retain the same," and shall furnish a copy and produce the award as mentioned in the section. Romer, J., dismissed the action, with costs. The plaintiff appealed, and contended that by virtue of section 34 he had a statutory right to these costs, and that this right was not cut down by section 35. He also contended that the taxing master had no jurisdiction to decide the question of the liability to make this payment. For the respondents it was argued that the payment by the plaintiff was a voluntary one, and was not included in his costs properly incurred under section 34; also that the decision of the taxing master could not be appealed against by way of review, and that the present action was merely an attempt to do so.

The Court (Lindley, Lopes, and Rigby, L.JJ) dismissed the appeal.

Lindley, L.J., said that he would like to have decided in the plaintiff's favour, but he did not see his way to doing so. There was a method whereby, if he had pursued it, the plaintiff might have compelled the defendants to pay these costs. He had a right to them under the statute. But the plaintiff had not pursued that course. He had taken up the award himself, and that he had no right to do. There was no obligation on the defendants to reimburse him the moneys he had paid. That was the combined effect of sections 34 and 35. But if the matter could be looked upon as a taxation of costs, then the decision of the taxing master was final. That was decided in *Re Sandbach Charity Trustees and North Staffordshire Railway Co.* (26 W. R. 229, 3 Q. B. D. 1) and *The Metropolitan District Railway Co.* v. *Sharpe* (28 W. R. 617, 5 App. Cas. 425). But his

lordship preferred to rest his decision on the fact that the plaintiff had disentitled himself to relief.

LOPES and RIGBY, L.JJ., concurred.—COUNSEL, *Witt*, Q.C., and *T. L. Wilkinson*; *Cozens-Hardy*, Q.C., and *Macnaghten*. SOLICITORS, *Hadden-Woodward, Macleod, & Blyth*; *Cunliffes & Davenport*, for *J. B. Pollitt*, Manchester.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

High Court—Chancery Division.

BROOK *v.* THE MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY CO.—Chitty, J., 25th July.

RAILWAY COMPANY—NOTICE TO TREAT—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. c. 18), s. 92—PART OF A BUILDING—"HOUSE" "MANUFACTORY."

Motion. The plaintiffs were the lessees of lands and buildings in Nottingham, where they carried on the business of waste and shoddy manufacturers. The plaintiffs, having been served by the defendants with a notice under the Lands Clauses Act, 1845, to treat for the sale of a portion of their leasehold lands to be taken for the purposes of the defendants' railway undertaking, served a counter-notice on the defendants, requiring them to purchase the whole under section 92 of the Act, which provides that no party shall at any time be required to sell to the railway company a "part only of any house or other building or manufactory," if such party be willing to sell the whole. The land comprized in the defendants' notice consisted of land and a building at the extreme end of the plaintiffs' land and buildings, comprising a fourth or fifth of the whole, and numbered three on a plan. This building consisted of a ground-floor, in the occupation of tenants of the plaintiffs, and of second and third floors, divided respectively by a rough wooden partition, readily removed, with a door therein. The nearer portion of these floors was occupied by the plaintiffs for the purposes of their manufactory, and the further or extreme portion was occupied by a tenant at will. The land comprised in the defendants' notice was that beneath the extreme portion of the second and third floors. The plaintiffs stated that they required the whole of the leasehold premises for the purposes of their business, and that they could not carry on the same with less room, and that to take the land would seriously impede them in their business. The following cases were referred to—viz., *Spackman* v. *Great Western Railway Co.* (1 Jur. N. S. 790, 4 W. R. Ch. Dig. 83), *Grosvenor* v. *Hampstead Railway Co.* (5 W. R. 812, 1 De G. & J. 446), *Richards* v. *Swansea Tramways Co.* (26 W. R. 764, 9 Ch. D. 425), *Sparrow* v. *Oxford Railway Co.* (2 D. M. & G. 94), *Furniss* v. *Midland Railway Co.* (L. R. 6 Eq. 473, 17 W. R. Ch. Dig. 145), *Harvie* v. *South Devon Railway Co.* (23 W. R. 42, 202), *Leosemore* v. *Tiverton Railway Co.* (30 W. R. 628, 31 W. R. 55, 32 W. R. 925, 22 Ch. D. 25, 9 A. C. 480).

CHITTY, J., said that it was conceded by the defendants, and was also plain, that had the plaintiffs confined their counter-notice to a claim to take the whole of No. 3, the claim would have been good, because the defendants could be required to take the whole of a house. But the defendants said that they did not require to take a part of a manufactory, but only to take that part of the house which was not used for the purposes of a manufactory. To determine what was the manufactory, regard must be had to the user at the date of the notice to treat. It was not necessary for this purpose that every part of the land and buildings should be actually in use at the date of the notice. The land and buildings must, when looked at as a whole, be practically used as a manufactory. Hall, V.C., in *Richards* v. *Swansea Tramways Co.* (L. R. 9 Ch. D. 425, p. 429), said that section 92 must be construed in a liberal sense; and Cotton, L.J., in the same case, said that, although he did not at all think that section 92 should be construed liberally so as to favour the landowner, yet it should be construed reasonably and fairly so as to see whether that which the company was proposing to take was or was not a part of one of the units described in the Act of Parliament (pp. 437-8). In endeavouring to construe the section fairly his lordship came to the conclusion that the counter-notice was good. In his opinion, where a railway company proposed to take part of a building, another part of which building was used as a manufactory, they were, in substance, claiming to take a part of a manufactory within the fair meaning of section 92. It was plain that the part of the building sought to be taken was as to some portion used at the date of the defendant's notice as part of the manufactory. In other words the property was part of a manufactory. His lordship, therefore, made a declaration that the defendants were not entitled to take any part of the leasehold premises of the plaintiffs without taking the whole.—COUNSEL, *Whitehorne*, Q.C., and *E. Ford*; *Farwell*, Q.C., and *Charles Macnaghten*. SOLICITORS, *Lee, Ockerby, & Everington*, for *J. & A. Bright*, Nottingham; *Cunliffes & Davenport*, for *Lingard Monk*, Birmingham.

[Reported by J. F. WALEY, Barrister-at-Law.]

***Re* ISAAC JONES AND THE JUDGMENTS ACT, 1864**—Chitty, J., 23rd and 24th July.

JUDGMENT CREDITOR—LAND—DELIVERY IN EXECUTION—SUMMARY ORDER FOR SALE—FORM OF ORDER AS MODIFIED BY THE LANDS CHARGES REGISTRATION AND SEARCHES ACT, 1888 (51 & 52 VICT. c. 51), s. 6—R. S. C., LV., 9B.

In this case, reported *ante*, p. 671, an order was made for inquiries and sale of the judgment debtor's reversionary interest in real estate, following with small modifications the form in Seton, p. 1713, which form is itself founded on the order in *Re Cooper* (37 W. R. 330). The modifications were rendered necessary by the Lands Charges Registration and Searches Act, 1888, s. 6, which protects purchasers for value against non-registered writs and orders, or deliveries in execution, or other proceedings in pursuance thereof. They were as follows, the added words being printed in italics:—3. An inquiry whether there are any and, if any, what liens, charges, or incumbrances, &c. . . . and the chief clerk is to distinguish which, if any, of the same liens, charges, or incumbrances have been created by any means prior, and which, if by any means subsequent to the said order dated, &c., *and which, if any, created subsequent to the said order of, &c., was before the registration of the said order of, &c., created in favour of or vested in a purchaser for value*, and which, if any, have arisen under or by virtue of any judgment, statute, or recognizance. The interest of the judgment debtor was directed to be sold "free from all incumbrances which have been created by any means subsequent to the said order of, &c., *except such as were created in favour of or vested in a purchaser for value before the registration of the said order of, &c.*, and free from all liens, charges, or incumbrances which have arisen (whether before or after the date of the said order) under or by virtue of any judgment, statute, or recognizance, &c. On the petition coming on on the 23rd of July, counsel for the petitioner mentioned that the above modifications had been introduced in the prayer in consequence of the Land Charges Registration and Searches Act, 1888.

CHITTY, J., said he thought they were right, and after hearing the main point already reported, made the order as prayed. Having regard to ord. 55, r. 9*b*, costs not exceeding the costs of a summons adjourned into court were alone allowed.—COUNSEL, *G. E. Cruickshank*. SOLICITOR, *Richard Whild*, for *David Seline*, Swansea.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

***Re* HUDSON (Deceased), LANGLEY *v.* ANDEN**—North, J., 25th July.

WILL—DEVISE—UNCERTAINTY—CLAIM OF DOUBLE SHARES.

Sarah Hudson, by her will dated the 21st of November, 1882, devised her real estate to her trustees "upon trust to divide the same into eight equal parts, and transfer one equal eighth part to each of my second cousins on my mother's side, absolutely, the four next of whom are grandchildren of the late John Huxley—namely, Joseph Huxley and John Huxley, and their brothers Alfred Huxley and another brother whose name I do not know, all children of one of the sons of the said John Huxley (deceased)," the other four eighth-parts being devised to persons who were correctly described. There had been a brother of Joseph, John, and Alfred named Henry, who was dead at the date of the will, and also another brother named Jonathan, who was then living, both of whom had children. The testatrix devised and bequeathed the residue "to be equally divided between the legatees of the Huxley family, the children of Charles Anden and James Anden, and also between the five sons and six daughters of the late Walter Brotherston, and also between the children of James Keene and Jane Keene, John Brotherston, Mary Brown, and Sarah Brotherston, who should be living at her decease, share and share alike." It was now argued on further consideration that Henry's children were entitled to share in the residue, or that the gift was void for uncertainty.

NORTH, J., had no doubt that Jonathan was the person intended by the testatrix.

One of the five sons of Walter Brotherston married Sarah Brotherston, and it was argued that their children took two shares apiece, one as children of their father, and another as children of their mother.

NORTH, J., thought it quite clear that as the children were to take "share and share alike" the children of Sarah and Thomas only took one share apiece.—COUNSEL, *Vaughan Hawkins*; *Romer*; *Swinfen Eady*, Q.C.; *A. Powell*; *G. B. Hamilton*; *C. F. Collins*. SOLICITORS, *H. & G. Keith*, for *Camp & Ellis*, Watford, Herts.; *G. E. Webb*, for *E. Witchell & Sons*, Stroud; *F. Budd*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

BATTERSEA *v.* COMMISSIONERS OF SEWERS OF THE CITY OF LONDON—North, J., 26th July.

ANCIENT LIGHTS—PRESCRIPTION ACT (2 & 3 WILL. 4 c. 71, ss. 3, 4)—INTERRUPTIONS.

This was a motion in an action by the lessees of Weaver's Hall, Basinghall-street, to restrain the erection of offices adjoining the corporation buildings. The defendants' premises occupied the site of four houses numbered 72, 73, 74, and 75, the last of which had been pulled down in July, 1875, the other three were pulled down in October, 1875. The plaintiffs claimed that under section 3 of the Prescription Act a right to access of light was given by twenty years' enjoyment, and that under section 4 no interruption within the meaning of the statute would occur unless the same was acquiesced in for a year, and that *Flight* v. *Thomas* (8 Cl. & F. 231) shewed that an absolute right to the enjoyment of the access of light was given by user for nineteen years.

NORTH, J., granted an *interim* injunction restraining the erection of buildings on the site of No. 75 so as to obstruct the access of light to the plaintiff's premises, but as regards the other three houses only granted an injunction restraining the defendants from carrying their new buildings higher than those which were pulled down in 1875.—COUNSEL, *Swinfen Eady*, Q.C., and *J. G. Wood*; *Samuel Hall*, Q.C., and *J. Henderson*; *C. E. E. Jenkins*. SOLICITORS, *Flower, Nussey, & Fellowes*; *E. A. Baylis*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

RUTTER *v.* EVERETT—Stirling J., 24th July.

BANKRUPTCY—ORDER AND DISPOSITION—CONSENT OF TRUE OWNER—RECEIVER APPOINTED UNDER CONVEYANCING ACT, 1881—EXTENT OF AUTHORITY.

By a deed dated the 31st December, 1891, the defendant E., who then

carried on the business of a tobacconist at No. 289, Oxford-street, demised No. 289 aforesaid to the plaintiffs for the residue of a term of twelve and a half years, less ten days, by way of mortgage to secure the repayment of a sum of £1,000 and interest thereon, and also assigned by way of further security certain trade-marks, the goodwill of his business and also "all moneys to be received by or owing to" to the mortgagor in respect of his said business. The £1,000 was to be repaid by monthly instalments, and it was provided that if the mortgagor should make default in payment of an instalment for fourteen days, the whole should become payable forthwith; The deed contained no express power of appointing a receiver. In November, 1893, default was made in payment of an instalment in accordance with the terms of the deed. On the 9th of May, 1893, the plaintiffs executed a written instrument, as follows: "We, . . . by virtue of the power conferred on us under the Conveyancing and Law of Property Act, 1881 (as mortgagees of the under-mentioned property), and of every other power enabling us in this behalf, hereby appoint Charles Ford . . . to be receiver of the income of the premises known as 289, Oxford-street, . . . and of trade-marks . . . and the goodwill and connection of the business carried on by E., . . . with all the powers by the said Act conferred on a receiver appointed under the provisions thereof. . . ." Ford thereupon took possession of No. 289 aforesaid, and thenceforward carried on the business of a tobacconist there. It was a matter of dispute whether he did or did not take possession of the stock-in-trade on the said premises. On the 16th of May, 1893, E., committed an act of bankruptcy. On the 17th of May, 1893, the present action was commenced by an originating summons, in which the plaintiffs claimed relief by way of foreclosure, and the appointment of a receiver. On the 18th of May, 1893, E. excluded Ford from No. 289 aforesaid, and kept the shop closed during the day, for the purpose as E. alleged, of preventing Ford from selling the stock-in-trade. On the 19th of May, 1893, an order was made in the action whereby, without prejudice to the power already possessed by him as receiver under the Conveyancing Act, 1881, Ford was appointed receiver of the said premises, of the trade-marks, and of all moneys to be received by or owing to the defendant in respect of the said business, and to manage the said business. On the 16th of June, 1893, a receiving order was made against the defendant, founded on the aforesaid act of bankruptcy committed by him on the 16th of May. The defendant was subsequently made a bankrupt, and on the 24th of October, 1893, the trustee in bankruptcy was made a defendant to the action. Neither the plaintiffs nor the receiver ever gave the debtors of the bankrupt any notice of the mortgage of the 31st of December, 1891. The receiver carried on the business, and in ordinary course received book debts due to the bankrupt at the commencement of the bankruptcy to the amount of over £400. Upon the receiver's accounts being taken in chambers, the trustee in bankruptcy claimed such amount as represented book debts in the order and disposition of the bankrupt, with the consent of the true owner at the commencement of the bankruptcy, and the question of the validity of such claims was adjourned into court, and now came on for decision. The rest of the facts sufficiently appear from the reserved judgment of

STIRLING, J. [His lordship after stating the facts as above set out, continued:—] It was alleged at the hearing that the plaintiffs had, on the 16th and 17th of May, notice of the act of bankruptcy committed by E, but in my opinion such notice has not been established by the evidence. It was admitted by the plaintiffs that at the commencement of the bankruptcy the debts were in the order and disposition of the bankrupt, but it was contended (1) that they were not in such order and disposition with the consent of the true owners, the plaintiffs; (2) That at all events they were not in such order or disposition with such consent on or after the 17th of May, at which date, as I have already found, the plaintiffs had no notice of any act of bankruptcy on the part of E. In support of their first contention the plaintiffs rely on the instrument of the 9th of May, 1893. It is objected by the trustee in bankruptcy that this instrument does not in terms include the book debts, and further that the Conveyancing Act, 1881 (sections 19 and 24), only enables a mortgagee to appoint a receiver of the income of the mortgaged property, and that the book debts are not such income, but constitute the mortgaged property itself. There is certainly weight in these objections, but they do not appear to conclude the case in favour of the trustee in bankruptcy. It may be that the acts of the receiver, although not authorized by the instrument in question, amount to or are evidence of a determination of their consent to the receipt of the debts of the bankrupt, and I pass on to consider how the law on this point stands. As a general rule the assignee of a debt, in order to take it out of the order and disposition of the assignor, is bound to give notice of the assignment to the debtor. This is laid down by Turner, L.J., in *Bartlett* v. *Bartlett* (5 W. R 541, 1 De G. & P. 127, see pp. 140, 141), where the subject matter of the assignment was a reversionary interest under a will. It is not, however, to be inferred that it is absolutely necessary as regards goods that they should be in the actual possession of the true owner at the commencement of the bankruptcy or as regards chattels "in which there is no visible ownership" that notice should be given before that time. In *Smith* v. *Topping* (5 B. & Ald. 674) the true owner of goods permitted them to remain in the possession of the bankrupt until the day before the commencement of the bankruptcy and then demanded them to be given up but was met by a refusal, and it was held that at the commencement of the bankruptcy the goods were not in the possession of the bankrupt with the consent of the true owner. This decision was acted upon by the Court of Appeal in *Ex parte Ward* (21 W. R. 115, 8 Ch. App. 144), when the goods of which possession had been demanded from the bankrupt were not actually in his hands but in those of a warehouseman to whom no notice was given. [His lordship here read the judgment of Mellish, L.J., at page 148, and having referred to the case of *Belcher* v. *Bellamy* (2 Exch. 303) and the judgments of the learned judges therein at pages 308, 310, and 311, he continued:—] The conclusion from these authorities appears to be that although from absence of notice consent on the part of the true owner to the debt remaining in the order and disposition of the bankrupt is *prima facie* to be inferred, still that inference may be rebutted by other facts, and will be rebutted if, in the language of the judges of the Court of Exchequer, the true owner takes every possible step to obtain possession of the debt, or if, in the language of Mellish, L.J., the failure to obtain possession is not attributable to any fault of his own. I may add that the cases of *Re Sivyer* (2 M. D. & D. 219), *Young* v. *Hope* (2 Exch. 105), and *Brewin* v. *Blunt* (5 E. & B. 227), appear to me to establish that if the proper steps are taken while the assignee has no notice of any act of bankruptcy, the assignee will be entitled to the benefit of the protection conferred by section 49 of the Bankruptcy Act, 1883. This being my view of the state of the law, I have now to apply it in the present case. If the bankruptcy had occurred within a short time after the 9th or 16th of May, 1893, I should have thought that the doctrines laid down in *Smith* v. *Topping*, *Ex parte Ward*, *Bellamy* v. *Belcher* applied. In point of fact, however, the receiving order in bankruptcy was not made until the 16th of June, 1893, a month later than the receivership order. In the interval there was ample time to give the usual notice to the debtors of the bankrupt. The question arises, Why was not this notice given? The bankrupt in his affidavit says it was not given because it would injure the business. The receiver who answered that affidavit takes no notice of this statement by the bankrupt, but says that notice was not given because he was advised that his appointment on the 9th of May and his subsequent appointment by the court on the 17th of May took the book debts out of the order and disposition of the bankrupt. In my judgment the receiver's view of the law was not well founded. I think that neither the appointment of the 9th of May nor the subsequent appointment by the court was sufficient to take the debts out of the order and disposition of the bankrupt with the consent and permission of the true owner unless followed within a reasonable time by the appropriate step for obtaining possession of the debts by giving notice to the debtors. This was not done, and the failure appears to me to be attributable to a default on the part of the plaintiffs. I think, therefore, that the trustee in bankruptcy is entitled to these debts.—COUNSEL, *Ree; Cooper Willis*, Q.C., and *Butcher*. SOLICITORS, *Morten Cutler & Co.; West, King, Adams, & Co.*

[Reported by ARTHUR MORTON, Barrister-at-Law.]

Winding-up Cases.

THE PRESERVATION SYNDICATE (LIM.)—Vaughan Williams, J., 26th July.

COMPANY—WINDING-UP—PAID UP SHARES—RECTIFICATION OF REGISTER—EFFECT OF WINDING-UP ORDER—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 25.

This was a motion by preference shareholders in the above-named syndicate, whose names were contained in the schedule to an agreement dated the 27th of July, 1893, for an order that the register might be rectified by striking out the names of the applicant and the said holders of preference shares in respect of the number of shares set opposite to their respective names in the schedule to the said agreement, on the ground that, through mistake or accidental omission, the agreement was not filed with the registrar of Joint Stock Companies in accordance with the provisions of the Companies Act, 1867, previously to the issue or allotment of the shares, and that the above-named syndicate might be directed or authorized forthwith after the rectification of the register in manner aforesaid, to register the names of the applicant and the said other holders of preference shares as members in respect of a corresponding number of preference shares fully paid up in the above-named syndicate, and with the same distinguishing numbers. The action first came on before Stirling, J., on the 14th of March, 1895, when it was ordered to stand over for a fortnight, on it being stated to the court that liquidation proceedings were pending. A petition for winding up was presented by the syndicate itself on the 13th of March, and a winding-up order was made on the 27th of March. On the 29th of March the motion came on before Kekewich, J., who stated that he would request Vaughan Williams, J., to take the motion, and the motion was ordered to stand over generally, with liberty to apply. The motion now came on before Vaughan Williams, J. It appeared that in 1893 proposals were made to amalgamate the business of the syndicate with that of another company, and a special resolution was passed by that company for the sale, as a going concern, of the undertaking of the company to the syndicate, the purchase-money to be payable in fully paid £1 preference shares of the syndicate. This resolution was carried out by the agreement of the 27th of July, 1893. Nearly the whole of the shares of the company were surrendered to the syndicate, and the shareholders so transferring received preference shares in exchange, and their names were entered on the register of the members of the syndicate in June, 1893. The agreement of the 27th of July, 1893, under which these shares were issued, was not filed with the registrar until the 28th of that month. There was an estimated deficiency of assets to meet the liabilities of the syndicate. The question was now raised whether the holders of the preference shares (*i.e.*, the applicants) were liable to pay the full amount of their shares in cash or not, or whether their liability was not restricted to such an amount as would be sufficient to meet the debts of the syndicate. The following authorities were referred to:—Buckley on the Companies Acts, 5th ed., p. 119; *Darlington Forge Co.* (35 W. R. 357, 34 Ch. D. 522), *Re New Zealand Kapanga Gold Mining Co., Ex parte Thomas* (21 W. R. 782, L. R. 18 Eq. 17 (*n*)), *Arnot's case* (36 Ch. D. 702).

VAUGHAN WILLIAMS, J., made an order that the register be rectified on due provision being made by the applicants for all debts and liabilities which accrued between the date of the issue of the fully paid shares, and the date of the motion before Kekewich, J., and that it should be referred to the registrar to inquire what such debts and liabilities were. In the course of his judgment his lordship said: "The contract was drawn by solicitors acting for the new company, and contained a clause providing for registration. The directors proposed to put the matter right by cancelling the shares issued before registration, and issuing other shares in lieu thereof. But there was a difficulty in doing this, because the company was insolvent. All the shareholders honestly supposed that the contract had been registered, and the directors thought so too. The company did not consent to the course proposed by the directors, by reason of their indebtedness. The mistake made could not be corrected so as to prejudice any rights which might have arisen on the winding up.—COUNSEL, *Witt*, Q.C., and *E. Ford*; *Muir Mackenzie*, SOLICITORS, *F. W. Hill*, for *F. C. Manley*, Hull; *W. J. Payne*.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

Ex parte **MERNAGH**—25th July.

PRACTICE—METROPOLITAN POLICE COURT—JURISDICTION—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. c. 61), s. 20—AMENDMENT ACT, 1879 (42 & 43 VICT. c. 30), s. 3.

This was an application for a rule or *mandamus* directed to Mr. Horace Smith, a metropolitan police magistrate, to hear and determine two summonses taken out under the Sale of Food and Drugs Act, 1879, by the sanitary inspector for the parish of St. Mary's, Islington. The informant, Patrick Mernagh, on two occasions took samples of milk in course of delivery by the Manor Dairy Farm Co. (Limited) to the Great Northern Hospital, Islington, and on analysis it was found that the two samples of milk were diluted with 5 and 14 per cent. respectively of added water. On his information, proceedings were instituted against the Dairy Co. under section 3 of the Food and Drugs Act, 1879, in the Clerkenwell Police Court. At the trial the Dairy Co. proved that the milk was as received by them at the station, and that the farmer supplied it to them with a written warranty as to its purity and quality. The warranty relied on was a label attached by the farmer to each churn. On this evidence the magistrate dismissed the summons against the Dairy Co. and granted one against the farmer for selling milk with a false warranty. The summons set out that the farmer "did on the 14th day of June, 1895, give a false warranty in writing to the Manor Farm Dairy Co. (Limited), the purchasers, in respect of a churn of milk sold by him to the said purchasers, contrary to the provisions of the Sale of Food and Drugs Act, 1875." When the case came on for hearing, objection was taken on behalf of the farmer by his counsel that the magistrate had no jurisdiction to try the summons, on two grounds—(1) that the warranty was attached to each churn at the farm in Rutlandshire and the milk was delivered by him to the Dairy Co. at East Finchley Railway Station, both being places out of the jurisdiction of that court; and (2) that the person giving the information was not a person competent to take out a summons under section 20 of the Sale of Food and Drugs Act, 1875. It was admitted that the place where the samples were taken from the churn by the inspector was within the district in which the court had jurisdiction, and also that the jurisdiction of the magistrate extended to Islington, where the milk was to be sold by the Dairy Co. The magistrate took the view contended for by the defendant's counsel, and declined to try the case, on the ground that he had no jurisdiction. Hence the present application.

THE COURT (GRANTHAM and WRIGHT, JJ.), upon the facts, considered that the magistrate was wrong in holding that he had not jurisdiction to hear the summons, and directed that the rule as asked for should issue.—COUNSEL, *Macmorran*. SOLICITOR, *Stanley Hoare*.

[Reported by ERSKINE REID, Barrister-at-Law.]

THE QUEEN *v.* **WAUDBY**—C. C. R., 27th July.

CRIMINAL LAW—WOUNDING—AIDING AND ABETTING—INDICTMENT FOR FELONY—CONVICTION OF MISDEMEANOUR.

Case stated by Lawrance, J. John Waudby and William Waudby were tried on the 17th of May at the Leeds Assizes upon an indictment, one count of which charged John Waudby with feloniously shooting with intent to do grievous bodily harm to William Featherstone, and William Waudby with feloniously being present, aiding, and abetting John Waudby in committing that felony; the second count charged John Waudby with feloniously wounding William Featherstone with intent to do him grievous bodily harm, William Waudby being similarly charged with aiding and abetting. The jury found John Waudby guilty of unlawfully wounding and William Waudby guilty of aiding and abetting. It was objected on behalf of William Waudby that as he was aiding and abetting a misdemeanour only he was entitled to be acquitted on the indictment. Lawrance, J., overruled the objection, but released William Waudby on recognisances to come up for judgment when called upon. The question was whether he was right in so ruling. No counsel appeared for the prisoner or for the prosecution.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., POLLOCK, B., GRANTHAM, LAWRANCE, and WRIGHT, JJ.) affirmed the conviction.

Lord RUSSELL OF KILLOWEN, C.J., read the case, and said that in the opinion of the court the learned judge was clearly right. It was provided by section 5 of 14 & 15 Vict. c. 19 that if upon the trial of any indictment for felonious wounding, the jury were satisfied that the defendant was guilty of the wounding, but were not satisfied that he was guilty of the felony, they might acquit him of the felony and find him guilty of unlawful wounding, and he was to be punishable as if he had been convicted of the misdemeanour of wounding. Section 8 of 24 & 25 Vict. c. 94 provided that whosoever should aid, abet, counsel, or procure the commission of any misdemeanour, should be liable to be tried, indicted, and punished as a principal offender. In this case the defendant had been properly convicted of aiding and abetting the commission of a misdemeanour. The conviction must be affirmed.

POLLOCK, B., GRANTHAM, LAWRANCE, and WRIGHT, JJ., concurred. Conviction affirmed.

[Reported by T. R. C. DILL, Barrister-at-Law.]

THE QUEEN *v.* **FARNBOROUGH**—C. C. R., 27th July.

CRIMINAL LAW—LARCENY—VERDICT—FINDING OF FACTS ONLY—CONVICTION.

Case stated by Mr. R. M. Littler, Q.C., chairman of the Middlesex Quarter Sessions. The prisoner was charged with stealing milk, but the facts of the charge were stated to be immaterial to this case. The chairman directed the jury that, if they believed the evidence for the prosecution, the prisoner was in law guilty. No evidence, except as to character, was called for the defence. After the jury had been absent considering their verdict for some time, the chairman sent for them and asked them if they were agreed, and they said that they were not. The chairman then asked them if they believed the evidence for the prosecution, and they said that they did. Counsel for the prisoner objected that no question could be asked except the ordinary one, "Are you agreed on your verdict?" and "Do you find the prisoner guilty or not guilty?" The chairman overruled the objection, and directed the jury that their verdict amounted to one of guilty, but he released the prisoner on his own recognisances pending the decision of this case. The question for the court was whether the chairman had the power to put the question and direct such verdict to be recorded, the facts in the judgment of the court clearly constituting the offence charged, if proved to the satisfaction of the jury.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., POLLOCK, B., GRANTHAM, LAWRANCE, and WRIGHT, JJ.) quashed the conviction.

Lord RUSSELL OF KILLOWEN, C.J., said that the case raised a very important question: had it not been so he would have been content simply to say that the conviction could not stand. The verdict of guilty was entered upon the statement of the jury, that they believed the evidence for the prosecution. What did that statement amount to? The foreman had already said that the jury were not agreed, and the fact that they believed the witnesses for the prosecution was perfectly consistent with the belief that the facts were not such as to shew that the prisoner took the milk with the *animus furandi*, which was the essence of the offence. He might have thought that he was allowed to take it, or he might have intended to pay. The facts were not before the court, but it was clear that the jury declined to draw the inference that the prisoner took the milk with the felonious intent. The chairman, in directing a verdict of guilty, really supplied this essential part of the charge. In so doing he went beyond his proper functions, and the conviction must be set aside.

POLLOCK, B., agreed, and added that the decision must not be taken as interfering with the practice in criminal trials of a jury finding a special verdict. Where a jury found all the facts necessary to constitute an offence, then the judge might direct judgment to be entered accordingly.

GRANTHAM, LAWRANCE, and WRIGHT, JJ., concurred. Conviction quashed.—COUNSEL, *A. Hutton*; *J. P. Grain* and *Rowsell*. SOLICITORS, *Herbert Firth*; *C. H. Mason*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

BRITISH INSULATED WIRE CO. (LIM.) *v.* **THE PRESCOT URBAN DISTRICT COUNCIL**—29th July.

ILLEGAL CONTRACT—PENALTY—RIGHT OF ACTION—CONTRACT WITH LOCAL AUTHORITY—PUBLIC HEALTH ACT, 1875, s. 174 (2).

This was a special case for the decision of a question of law arising in an action. The plaintiff company in November, 1892, entered into an agreement with the Prescot Local Board for the supply of electric light to the streets, courts, alleys, and places within the district of the local board. The agreement did not specify any pecuniary penalty to be paid in case the terms of the contract were not duly performed. The plaintiffs carried out the agreement by supplying the electric light. The action was brought to recover money due for the supply of light. The local board was an urban authority under the Public Health Act, 1875, and the agreement was a contract made under that Act. Under the Local Government Act, 1894, ss. 21 (1), 85 (5), the defendants were the same corporate body as the Prescot Local Board under a new name. Section 174 of the Public Health Act, 1875, provides that: "With respect to contracts made by an urban authority under this Act, the following regulations shall be observed—namely (2) Every such contract shall specify the work, materials, matters, and things to be furnished, had, or done, the price to be paid and the time or times within which the contract shall be performed, and shall specify some pecuniary penalty to be paid in case the terms of the contract are not duly performed." The question for the opinion of the court was whether the agreement was void, or not binding upon, or not enforceable against the defendants, by reason that the agreement did not specify some pecuniary penalty to be paid in case the terms of the contract were not duly performed.

THE COURT (POLLOCK, B., and WRIGHT, J.) held that the word "shall" in section 174 (2) of the Public Health Act, 1875, was peremptory, and that the absence of a penalty clause in the agreement therefore rendered the agreement void. Judgment for the defendants.—COUNSEL, *Lawson Walton*, Q.C., and *Arkle*; *Danckwerts*. SOLICITORS, *Muir, Allens & Chapman*, for *F. J. Leslie & Co.*, Liverpool; *Chester, Mayhew, Broome, & Griffiths*, for *Henry Cross*, Prescot.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Re **AN ARBITRATION BETWEEN WHITWHAM AND OTHERS, TRUSTEES, &c, AND THE WREXHAM, MOLD, AND CONNAH'S QUAY RAILWAY CO.**—25th July.

PRACTICE—ARBITRATION—APPLICATION TO REMOVE AN ARBITRATOR—UNJUSTIFIABLE LITIGATION—COMMON LAW JURISDICTION—COSTS AS BETWEEN SOLICITOR AND CLIENT.

This was an application for an order of the court to remove an arbitrator appointed under an agreement of the 28th of February, 1889. From the facts stated in court it appeared that Mr. Benjamin Piercey in 1889 entered into an agreement with the Wrexham, Mold, and Connah's Quay Railway Co. to execute certain work in connection with the railway, and after his death the contract was carried on and completed by the trustees appointed for that purpose under his will. The trustees claimed to have done a great deal of work not specified for in the contract. The company refused to admit this, and brought a counter-claim. The claims made by each party were extremely heavy, and the matter was referred to an arbitrator. In order to have evidence of the *quantum* of extra work alleged to have been done, the trustees engaged a Mr. Thompson, a civil engineer, to measure up the works. Correspondence passed between the parties as to the date when the arbitration should commence, and the arbitrator finally decided to take it on the 29th of July. During the correspondence the trustees pointed out that their most important witness Mr. Thompson, was leaving England on the 26th of July, and desired that the arbitration should begin prior to that date. The arbitrator decided, however, that he must adhere to the date previously fixed by him. Under these circumstances the trustees applied for an order to remove the arbitrator, on the ground that he had refused to take a preliminary examination of Mr. Thompson and had refused to hear arguments by counsel why the examination should not take place before the 29th inst., and further, that by his conduct they had been, and would be in the future, put to great and unnecessary expense. Counsel for the trustees submitted that the arbitrator, in not having under the circumstances arranged to take Mr. Thompson's evidence prior to the date of his leaving England, amounted to such professional misconduct as to warrant the court making an order for his removal. [GRANTHAM, J.—If the arbitration had commenced, and the arbitrator had then refused to arrange to take the evidence of an important witness unable after a certain date to attend, that might amount to legal misconduct. But that is not the case here. The witness is going to Argentina for six months. You must either arrange to send a commission to take his evidence there, or put off the case until his return.]

GRANTHAM, J.—The application must be dismissed, for it is going much beyond what the parties have any right to ask the court to do. There is not a shadow of foundation for the assertions in the affidavits that the arbitrator has done anything which he was not entitled to do. I think he has done all that he could do to meet the convenience of the parties, and it is no fault of his that an important witness has to leave England for a time. The only question is that of costs. If we had power, I should like to give the arbitrator his costs as between solicitor and client, and were this a Chancery matter we could do so, but it is questionable whether the power exists in matters of common law jurisdiction. I see, from a note to ord. 65, r. 29 in the *Annual Practice* (page 1153, R. S. C., 1895), that the Court of Appeal expressly refused to interfere with costs given on solicitor and client scale in the case of *Andrews* v. *Barnes* (39 Ch. D. 133), but in the absence of express authority we must not give costs except as between party and party. It is very hard that a person should be brought here to defend himself on charges that are groundless and then have to bear the cost of defending himself. The order as to costs must therefore be in the ordinary form. As the railway company do not oppose it, we shall order the arbitration to stand over generally until such time as Mr. Thompson's movements are known to the trustees, and arrangements for his evidence can be made.

WRIGHT, J., concurred. Application dismissed.—COUNSEL, *Balfour Brown*, Q.C., and *F. Law*; *Cripps*, Q.C., and *Arnold Statham*; *C. A. Russell*. SOLICITORS, *Crowders & Vizard*; *Le Brasseur & Oakley*, for *H. C. Corfield*, Oswestry; *Cunliffes & Davenport*, for *J. B Pollitt*, Manchester.

[Reported by ERSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

REG. *v.* INCORPORATED LAW SOCIETY—Q.B.D., 29th July.

SOLICITOR—APPLICATION TO REQUIRE SOLICITOR TO ANSWER ALLEGATIONS—NO PRIMA FACIE CASE OF MISCONDUCT—JURISDICTION OF COMMITTEE OF INCORPORATED LAW SOCIETY—SOLICITORS ACT, 1888, s. 13.

In this case an application had been made to the Incorporated Law Society by a solicitor that two solicitors might be required to answer allegations of professional misconduct contained in an affidavit of the applicant, and that the solicitors in question might be struck off the rolls or suspended, or that such order should be made as the court should think right. The Committee of the Incorporated Law Society appointed under the Solicitors Act, 1888, having considered the allegations contained in the affidavit, and without calling the solicitors charged to appear and answer the allegations, were of opinion that the applicant had not made out a *primâ facie* case of professional misconduct against the solicitors, and the committee declined to hold any further inquiry on the case. The applicant thereupon obtained a rule *nisi* calling upon the Incorporated Law Society to shew cause why a writ of *mandamus* should not issue directed to them commanding the committee to hear and determine the matters of the complaint of the applicant. The rule now came on for argument. Section 13 of the Solicitors Act, 1888, provides that an application to strike the name of a solicitor off the roll, or to require a solicitor to answer allegations contained in an affidavit, shall be made to and shall be heard by the committee in accordance with the rules to be made under the Act. The committee, after hearing the case, shall embody their finding in the form of a report to the High Court of Justice. If the committee are of opinion that there is no *primâ facie* case of misconduct against the solicitor, the society need not take any further proceedings; but if the committee are of opinion that there is a *primâ facie* case, it shall be the duty of the society to bring the report of the committee before the court. On behalf of the society it was contended that if after reading the affidavit of the applicant the committee were of opinion that a *primâ facie* case of misconduct had not been made out, they were not bound to hear the case any further or to call upon the solicitors to answer the complaint. For the applicant it was argued that in every *bonâ fide* application (even if the misconduct alleged is clearly not professional misconduct) the committee must, before deciding that a *primâ facie* case has not been made out, hold an inquiry as provided by the rules, and make a report.

THE COURT (POLLOCK, B., and WRIGHT, J.) discharged the rule *nisi*.

POLLOCK, B., said that a rule *nisi* had very rightly been granted in the case because the case raised a new and important question as to the jurisdiction of the Committee of the Incorporated Law Society appointed under the Act of 1888. The chief and cardinal point for the court to consider was that that committee was in substitution for the master, whose duty it was prior to the Act to report on the facts of the case. It was clear that the master had only that subsidiary duty to perform, and any question as to the necessity of granting a committee had formerly to be decided by the court itself. But it was important to observe that under the Act of 1888 the application was to be made in the first instance to the committee and not to the court. It could not, however, have been the intention of the Legislature to say that whereas formerly the court had power to refuse to grant a rule *nisi* on the ground that a *primâ facie* case for inquiry had not been made out, yet the committee must in all cases hold an inquiry and hear both sides and report to the court, although the committee might be of opinion that the applicant had failed to make out a *primâ facie* case for inquiry. That was strong ground for ascertaining whether the Act had not in fact provided a more rational course—*i.e.*, whether the committee had not a discretion to say that there was no *primâ facie* case. His lordship was of the opinion the Act was so framed as to give that discretion. Section 13 provided that if after hearing an application the committee are of opinion that there is no *primâ facie* case of misconduct against a solicitor, the society need not take any further proceedings. Whereas, if there was *primâ facie* case, the society had to bring the report of the committee before the court. The distinction which had existed in the old practice was thus maintained under the Act. The section further provided, that, although the committee might be of opinion that there was no *primâ facie* case of misconduct, application might be made to the court and the applicant would be entitled to be heard "if the society brings the report of the committee before the court." But these last words did not make it binding upon the committee to bring a report before the court in all cases. There was another ground on which the rule ought to be discharged. It was a well known rule that the court would not grant a *mandamus* where there was another equally convenient remedy open to the applicant. That principle was laid down by Lord Campbell in *Reg.* v. *Lords of Treasury* (16 Q. B. 337), and by Hill, J., in *Re Barlow* (30 L. J. Q. B. 27), and followed in the cases of *Reg.* v. *Registrar of Joint-Stock Companies* (21 Q. B. D. 131) and *Re Nathan* (12 Q. B. D. 461). Now section 19 of the Act of 1888 provided that the Master of the Rolls might still exercise any jurisdiction over solicitors which he might have possessed if the Act had not been passed. Therefore the applicant could still come to the court and had open to him a mode of proceeding which was quite as convenient as a *mandamus*. The application failed, and the rule would be discharged.

WRIGHT, J., concurred. The application for a *mandamus* failed on three grounds. The effect of the Act of 1888 was that applications with regard to misconduct by a solicitor had to be made to a committee of the Incorporated Law Society instead of as formerly to the court. The court always had a discretionary power to refuse such an application, and the committee had to some extent the same discretion. For instance, if the matters alleged against the solicitor were not matters of professional misconduct, the committee not only might but ought to refuse to grant an inquiry, and in such a case the court would be slow to interfere with the discretion of the committee. Secondly, in his lordship's opinion the committee were in an analogous position to a magistrate who was asked to and refused to grant a warrant, in which case the court would only grant a *mandamus* if the magistrate had declined on wrong grounds to exercise his jurisdiction. Thirdly, he agreed with the decision of the Court of Appeal in *Re Weare* (1893; 2 Q. B. 439), where the court took the view that section 19 of the Act preserved the jurisdiction of the court to act, and that was a more convenient method of proceeding than by *mandamus*. His lordship added that there might be cases in which the court might have jurisdiction to order the committee to hold an inquiry, they being in a better position than a master to deal with such matters. Rule discharged.—COUNSEL, *Willis*, Q.C., and *Rose-Innes*; *Sir E. Clarke*,

Q.C., and *Hollams; Finlay*, Q.C., *Levett*, Q.C., and *A. T. Lawrence*. Solicitors, *R. Chapman; S. P. Bucknill; Trower, Freeling, & Parkin.*

[Reported by F. O. Robinson, Barrister-at-Law.]

Re **Bircham & Co**—C.A., No. 2, 24th July.

Solicitors — Costs — Taxation — Debenture Trust Deed—Solicitors' Remuneration Act, 1881 (44 & 45 Vict. c. 44), s. 2—General Orders, 1882, r. 2 (*a*) and (*c*), Schedule I., Part I.

Appeal from a decision of Kekewich, J. (reported *ante*, p. 640). Messrs. Bircham & Co., acting as solicitors for the trustees, had prepared and obtained the execution of a certain debenture trust deed to secure debentures to the amount of £90,000, to be issued by the Midland Coal, Coke, and Iron Co. (Limited). As a matter of fact no debentures were ever issued, nor was any money paid under the deed. The Solicitors' Remuneration Act, 1881, s. 2, empowered the Lord Chancellor, the Lord Chief Justice of England, the Master of the Rolls, and the president of the Incorporated Law Society, with certain others, to make general orders for prescribing and regulating the remuneration of solicitors in respect of business connected with sales, purchases, leases, mortgages, settlements, and other matters of conveyancing. The General order made in pursuance of the Act, provided as follows: (Section 2) "The remuneration of a solicitor in respect of business connected with sales, purchases, leases, mortgages, settlements, and other matters of conveyancing . . . is to be regulated as follows, namely:—(*a*) In respect of sales, purchases, and mortgages completed, the remuneration of the solicitor having the conduct of the business, whether for the vendor, purchaser, mortgagor, or mortgagee, is to be that prescribed in Part I. of Schedule I. to this order. (*c*) In respect of business not hereinbefore provided for, connected with any transaction, the remuneration for which, if completed, is hereinbefore, or in Schedule I. hereto prescribed, but which is not, in fact, completed, . . . the remuneration is to be regulated according to the present system as altered by Schedule II. hereto." By Schedule I., Part I. a mortgagee's solicitor is entitled to a percentage on the amount of money advanced for investigating title to freehold, copyhold, or leasehold property, and preparing and completing mortgage. The solicitors claimed, by virtue of the statute and order as above stated, to be entitled to the scale fee, as solicitors for the mortgagees, on the sum of £90,000. The taxing-master refused the claim on the ground that the solicitors were entitled to remuneration only for the work which they had actually done. Kekewich, J., reversed this decision, and allowed them the scale-fee on £90,000. The company appealed, and urged that, even if the document in question were a mortgage at all, it was abortive, but it was not in fact a mortgage, because the money could have been advanced without this trust deed, which was not the governing deed. The completion of a mortgage was not the completion of any particular document within the meaning of the Act. The completion of the mortgage meant the handing over of the money and the title deeds and the execution of the mortgage deed. They referred to *Savory* v. *The Enfield Local Board* (41 W. R. Dig. 232; 1893, A. C. 218), *Parker* v. *Blenkhorn* (37 W. R. 401, 14 App. Cas. 1), *Re Stewart* (37 W. R. 484, 41 Ch. D. 494), *Re Lacey & Son* (32 W. R. 233, 25 Ch. D. 301).

The Court (Lindley, Lopes, and Rigby, L.JJ.) allowed the appeal.

Lindley, L.J., in the course of his judgment, said that he had come to the conclusion that the taxing-master was right. He had no hesitation in saying that the case came within sub-section (*c*) of the general order. Until the debentures were issued the trust was for the benefit of the company; there was no security, and the issue of the debentures was precedent to the security. His lordship doubted whether a mortgage to secure further advances would fall within the scale-fee, but it was not necessary to decide that point then. It came clearly within sub-section (*c*) and not (*a*), and, therefore, the appeal must be allowed.

Lopes, L.J., was of the same opinion, and did not think it was a mortgage within the meaning of the Act. In any case, it was not a completed mortgage transaction, and the appeal must be allowed.

Rigby, L.J., said that at the date of the execution of the deed it was not a security at all. No single debenture was ever issued, and it was impossible to turn into a completed mortgage that which was not intended to be a completed mortgage. The court refused leave to appeal, if such leave were necessary, on the ground that no question of principle was involved; it turned entirely on the fact of the abortive mortgage. Appeal allowed.—Counsel, *Bramwell Davis*, Q.C., and *Younger; Warrington*, Q.C., and *Kenyon Parker*. Solicitors, *Thorowgood, Tabor, & Co.; Bircham & Co.* [See observations, *ante*, p. 664.]

[Reported by W. Shallcross Goddard, Barrister-at-Law.]

At the Birmingham Assizes on Wednesday Mr. Justice Charles sentenced a burglar to fifteen months' imprisonment. When the convict clutched the dock rails and attempted to address some observations to a detective officer in court, the man was instantly laid hold of by a stalwart warder and thrown the dock steps. The jury called the judge's attention to the rough treatment the prisoner had been subjected to, and Mr. Justice Charles had the warder placed in front of the dock and severely reprimanded him. He said he saw the man deliberately thrown down, and informed the warder that he had greatly exceeded his duty. Later in the day, counsel on behalf of the warder desired to explain the incident by saying that the prisoner dropped his hat, and, in stooping to pick it up, fell down the steps. Mr. Justice Charles: Nonsense. I saw him throw the man downstairs. Counsel: You may have been deceived, my lord. Mr. Justice Charles: I will hear no more. He aggravates his offence by the explanation.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

We continue our extracts from the report of the Council:—

Long Vacation business.—In August last the council received a letter from the Lord Chancellor, asking for the opinion of the council on a suggestion which had been made to him as to the desirability of repealing the rule under which the Long Vacation does not count in the computation of time for delivering or amending pleadings. His lordship intimated that he felt inclined to propose that, instead of the whole time of the Long Vacation up to October 24 being excluded, the exclusion should stop on September 24. The council approved of the suggestion, and addressed a letter to the Lord Chancellor on the subject. At the special general meeting of the society, held on the 31st of January, 1895, a resolution was passed to the effect that the Long Vacation should be materially shortened, and that during the Long Vacation pleadings should be delivered, and the other formal business mentioned in the annual report of the council in July, 1893, be transacted. The council forwarded to the Lord Chancellor a copy of the resolution, and following the views expressed in the annual report of 1893, suggested that, in addition to the delivery of pleadings, the following business should be transacted during the Long Vacation, viz.:—In the Chancery Division: (1) The appointment of new trustees and of trustees under Settled Lands Acts and otherwise, and all other applications under the Settled Lands Acts and the Settled Estates Acts. (2) Applications under the Vendors and Purchasers Act, 1874. (3) The issuing of summonses under order 55, and dealing with the subject of the application. (4) Application relating to the guardianship and maintenance of infants. (5) Applications under the Infants' Marriage Settlements Act, or in a pending action where an infant is a ward of Court. (6) Applications under the Conveyancing Acts. (7) All unopposed applications for payment into or out of court. (8) The taxation of costs in all cases where a fund, whether in or out of court, has to be divided, and in all other cases where urgent and special reasons can be shewn. (9) Accounts and inquiries directed by any order, if the judge so orders. And as regards the Queen's Bench Division—(1) Taxation of costs. (2) Applications by married women under the Fines and Recoveries Abolition Act. (3) Applications for the appointment of an arbitrator or umpire, and other matters of procedure under the Arbitration Act, 1889. In the Probate, Divorce, and Admiralty Division: decrees absolute for divorce. A letter in reply was received by the council from the Lord Chancellor to the effect that the Chancery judges thought that this would mean that the whole of the non-contentious work of the Chancery Division should be carried on during the Long Vacation, and asking the council whether that was the suggestion which they intended to make. To this inquiry the council have replied that they remained of opinion the whole of the business mentioned in this paragraph ought to be transacted throughout the Long Vacation.

Trial of commercial cases.—The president and vice-president, in October, 1894, had, at the invitation of the Lord Chief Justice, an interview with his lordship with reference to the formation of a court for the trial of commercial cases. The president subsequently submitted the proposed scheme to members of the council who have large experience in commercial business, who expressed themselves in favour of it, and the president so informed the Lord Chief Justice, and the council note with satisfaction the successful establishment and working of the Commercial Court.

County court rules.—The council considered some draft county court rules received from the Lord Chancellor, and expressed the opinion that they saw no objection to them; but were doubtful whether a rule which proposed to authorize the service of summonses on jurymen by post could be made without legislation, as section 102 of 51 & 52 Vict. c. 43 prescribes the delivery of the summons to the juryman, his wife, servant, or inmate of the house. This proposed rule was withdrawn. The council took this opportunity of bringing to the notice of the Lord Chancellor and the Rule Committee of County Court Judges some points on the existing county court rules connected with contempt of court, as the proposed rules dealt largely with this subject. The form of judgment debtor summons commands the defendant to appear, but imposes no penalty on his non-appearance, and if, as frequently is the case, the plaintiff has no means of proving without examining the defendant, whether the defendant is able to pay the judgment debt or not, creditors are frequently left without any remedy. If the form of the summons were altered so as to make a defendant guilty of contempt for non-appearance in the same way as if he were a witness served with a subpœna, this difficulty would be got rid of. The council also called attention to an important matter in which contempt of the county court is frequently committed by unqualified persons appearing in the county court and acting as if they were solicitors. In the case of *The Queen* v. *Stonor* (68 L. 7, 829; 41 W. R. 648) it was decided that in such a case the county court had no power to punish for contempt, although section 2 of the Act 6 & 7 Vict. c. 73 enacts that any unqualified person acting as a solicitor in, amongst other courts, the county court should be guilty of contempt; and section 26 of the Act 23 & 24 Vict. c. 127 provides that the person committing such contempt may be punished by the court in which the contempt was committed, and may, in addition, be sued for a penalty of £50 by the Incorporated Law Society, with the sanction of the Attorney-General. Since the decision of *The Queen* v. *Stonor*, the latter is the only remedy left, and is of no practical value, inasmuch as the class of persons who commit this contempt are almost always impecunious. The remedy the council suggested is that where a case of this kind occurs it should be competent for the council to bring the matter to the notice of the county court by motion. That the facts proved before the court should be embodied in a certificate or report by the county court judge, with any observations he might think

proper to make, and that the society should be at liberty to bring such certificate to the notice of the Supreme Court by motion, who, after hearing the parties, should make such order as they might think fit for the punishment of the offender, by fine or imprisonment, in a similar manner to that proposed to be prescribed by the new rules in other cases of contempt. In pursuance of a resolution passed at the special general meeting held in January last, a committee, consisting of members of the council and other members of the society conversant with county court practice, was appointed to submit recommendations to the council from time to time. The committee has held several sittings. It has not yet made any general report, but at its request the council have recently communicated to the Lord Chancellor its desire to see established a central office for issuing county court plaints and a central court for trying issues remitted from the High Court in metropolitan cases.

Officialism.—The council have seen with much regret an increased tendency to extend the encroachments of officialism on the work hitherto performed by private persons. As an illustration, the estimates and expenditure in recent years of the department for winding up joint stock companies may be referred to. They are as follows:—

	Estimates	Actual expenditure
Year ending March, 31, 1892 .	£7,300	£11,338
,, ,, 1893 .	£12,080	£19,944
,, ,, 1894 .	£19,500	£31,901
,, ,, 1895 .	£28,501	not yet known

These figures shew that the department is undertaking a large amount of administrative work in competition with private liquidators, and in the opinion of the council amply justify the successive reports which have been issued calling attention to the subject. In the last annual report of the council, and again in the president's address at Bristol, reference was made to the letter of Sir John Hibbert of the 23rd of January, 1893, expressing the opinion of the Treasury that the Government ought not to undertake duties which traders should perform for themselves, and that the official receiver ought not to remain permanent liquidator in any case unless the parties are unable to find a competent representative elsewhere. The council had an interview with the Lord Chancellor and the president of the Board of Trade in July last, and urged that effect should be given to the views of the Treasury by rules without legislation, and subsequently they, with the sanction of the Lord Chancellor, submitted some draft rules having this object. One of the objects desired was to accelerate the first meetings of creditors and contributories, and this was conceded. The Board of Trade also agreed that realization by a provisional liquidator should only take place when prompt action is necessary. In other respects a lengthened correspondence has so far failed to convince the Board of Trade of the expediency of the suggested reforms. Meanwhile a memorial, signed by 125 leading bankers and merchants in London and the country, was sent to the Lord Chancellor in November last stating their agreement with the Treasury letter, and their opinion that the competition on the part of officials with persons engaged in professional or mercantile occupations should be restricted within the narrowest possible limits, and that in cases of insolvency the duty of an official department should be confined to investigation and audit, and to the punishment of offenders, and expressing the hope that his lordship might see his way to a favourable consideration of the proposals of the Law Society. Members of the society may assist the council by drawing the attention of members of Parliament to the subject as opportunity may offer.

Solicitors' Remuneration Order.—The council have during the past year dealt with numerous cases submitted for decision or advice under the Solicitors' Remuneration Act and Order. Owing to the number and the nature of the cases submitted to them, the council have been compelled to establish a rule providing for a fee of one guinea to be paid to the society before the papers are laid before the council. Vol. 2 of the Digest of Judicial Decisions and of Opinions of the Council was issued at the beginning of 1892. The council are publishing a third volume in continuation of vols. 1 and 2. As on the last occasion, a small charge (2s. 6d.) is made to members of the society, the price to non-members being 5s. In the new volume will be found a table of the earlier decisions and opinions affected by the later cases, which members may find useful to assist in noting up the earlier volumes.

Fees of clerks of the peace.—The council have considered a proposed scale or model table of fees to be taken by clerks of the peace which was received from the Home Secretary with a request that they would express their opinion upon it. In reply, the council pointed out that the matter was not one in which, the profession have any pecuniary interest, beyond that of the general public, as, although the clerks of the peace are generally solicitors, they are now usually paid by salary, and the fees taken by them are paid to the county treasurer in aid of the county rate. The object of a table of fees is to collect from individuals (suitors and others) fees for business done by the clerk of the peace for their benefit, somewhat in the nature of court fees. Until 1848 tables of the fees to be taken by clerks of the peace were settled by justices in quarter sessions, and ratified by the judge of assize under the 11th and 12th Vict. c. 43, s. 30. They are now fixed by the justices in quarter sessions with the sanction of the Home Secretary. In reply to the invitation by the Home Secretary for suggestions from the council as to the fees included in the table, and as to its form and arrangement, they offered various suggestions on points of detail, and stated that they assumed that the model table was intended, when settled, to be the scale which the Home Office would in future require to be adopted whenever the sanction of the Secretary of State is asked for to a new scale for any county; and that it was intended to urge the model table upon all courts of quarter sessions. The council stated that they considered it desirable that the table of fees should, as far as practicable, be uniform in all counties. At present that is by no means the case, and it is difficult sometimes to ascertain what fees are payable. In one county, at least, the table has never been printed, and fees are charged on the basis of a manuscript table nearly 100 years old.

Personal applications for probate and administration.—In consequence of several complaints reaching the council that unauthorized persons were employed to apply to the registrars of the Probate Court for grants of probate and administration under the rules authorizing such grants on personal applications, the council communicated with the president of the Probate Division, and, in reply, were informed that the official instructions for obtaining grants without the intervention of a solicitor directed that they must be made by the applicant for the grant in person, and not through an agent, whether paid or unpaid; that no interview would be granted to an agent; and that the business of the department could be transacted only with the applicant in person. The president added that these instructions are invariably and strictly carried out, and that no papers are received by or through the medium of an agent.

(To be continued.)

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Honour Examination.

June, 1895.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

First Class.

[In Order of Order.]

Frederick William Richardson, who served his clerkship with Mr. Richard Marriott, Nottingham; and Messrs. Purkis & Co., of London.

Second Class.

[In Alphabetical Order.]

Charles Baker, who served his clerkship with Mr. Albert Edward Dunn, of Exeter.

Goodwin Howard Barnes, who served his clerkship with Mr. John Sheldon Hepworth, of London.

Harold Darracott Morris Barnett, who served his clerkship with Mr. William Harding, of Leicester.

Fred Burgess, who served his clerkship with Mr. John Phethean Monks, of Bolton.

Ernest Cuthbertson Eason, who served his clerkship with Mr. Claude Mallam Treadwell, of London.

Frederic William Halton, who served his clerkship with the late Mr. Edwin Hough, and Mr. Kighley John Hough, of Carlisle.

Godfrey Heathcote, who served his clerkship with Mr. Edwin Whitworth, of the firm of Messrs. J. & E. Whitworth, of Manchester.

George Henry Hindley, who served his clerkship with Mr. Charles Roberts and Mr. James Thomas Thompson, both of Birkenhead.

Arthur Jolly, who served his clerkship with Mr. James Cunliffe Marshall, of the firm of Messrs. Keary, Marshall & Ashwell, of Stoke-upon-Trent.

Alfred Ernest Matthewman, B.A., LL.B., who served his clerkship with Mr. John Harrison, of Leeds.

William Edward Singleton, who served his clerkship with Mr. Edwin Perkins Ridley, of Ipswich; and Messrs. Field, Roscoe & Co., of London.

George Topham, who served his clerkship with Mr. Edward Brooke Wilson, of Mirfield.

Percy Umney, B.A., who served his clerkship with Mr. John Robinson Adams, of the firm of Messrs. West, King, Adams & Co., of London.

Third Class.

[In Alphabetical Order.]

Charles Henry Lawrence Alder, who served his clerkship with the late Mr. Charles Frederic Cameron and Mr. Charles Edward Pothecary, both of the firm of Messrs. Robins, Cameron & Co., of London.

Edward Herbert Atchley, who served his clerkship with Mr. William Henry Atchley, of Bristol.

Reginald Garrould Barnes, B.A., who served his clerkship with Messrs. Cunliffes & Davenport, of London.

James Brennan, who served his clerkship with the late Mr. John Brennan and Mr. Charles Turner, both of Maidstone; and Messrs. Palmer & Bull, of London.

Edward Powell Careless, who served his clerkship with Mr. Walter Reginald Collins, of Swansea; and Messrs. Field, Roscoe & Co., of London.

Charles Bowker Catling, B.A., who served his clerkship with Mr. John Mills, of the firm of Messrs. Moodie, Mills & Moodie, of London.

Frederic Horace Cooke, B.A., who served his clerkship with Mr. Frederick Cooke, of Crewe.

Lionel Francis Cotton, LL.B, who served his clerkship with Messrs. Bower, Cotton & Bower, of London.

James Husband Dickson, who served his clerkship with Mr. Norris Alfred Ernest Way, of Chester; and Messrs. Chester & Co., of London.

Thomas Robert Dootson, who served his clerkship with Mr. Thomas Stuart, of the firm of Stuart & Happold, of Manchester.

Charles Richard Enever, who served his clerkship with Mr. Robert Charles Trass, of London.

George Edward Healing, B.A., who served his clerkship with Messrs. Peacock & Goddard, of London.

Edwin Kennedy Hilton, who served his clerkship with Mr. William Cluley Lord, of the firm of Messrs. Sale, Seddon & Co., of Manchester.

William Jackson, B.A., who served his clerkship with Messrs. Bateson, Warr & Wimshurst, of Liverpool.

Charles Owen Lloyd, who served his clerkship with Mr. William James Lloyd, of the firm of Messrs. Davis & Lloyd, of Newport, Monmouth; and Mr. Edmund Warriner, of London.

Major Merry, who served his clerkship with Mr. John Warin Willders, of the firm Messrs. Willders & Son, of Holbeach; and Messrs. Oldman, Clabburn & Co., of London.

Dennis Neale, who served his clerkship with Mr. Frederick William Capron, of the firm of Messrs. Caprons, Dalton, Hitchins & Brabant, of London.

Harold William Orme, who served his clerkship with Mr. Joseph Henry Peters, of Manchester.

Samuel Patey, who served his clerkship with Messrs. Patey & Warren, of London.

George Wilson Picton, B.A., who served his clerkship with Mr. John Edward Gray Hill, of the firm of Messrs. Hill, Dickinson, Dickinson & Hill, of Liverpool.

Edward Percy Rider, who served his clerkship with Mr. James Rider, of Leeds; and Messrs. Pitman & Sons, of London.

Francis Robert Stedman, who served his clerkship with Henry Martyn Mowll of Dover; and Messrs. Bowen, Cotton & Bowen, of London.

Ernest Henry Stephens, LL.B., who served his clerkship with Mr. John Rule Daniell, of Camborne, Cornwall.

Leonard Tubbs, B.A., who served his clerkship with the late Mr. Henry Millar Phillips and Mr. Richard Cotton, both of the firm of Messrs. J. N. Mason & Co., of London.

George Tudor, who served his clerkship with Mr. John Tudor, of Brecon; and Messrs. Preston, Stow & Preston, of London.

Arthur Henry Ward, who served his clerkship with Mr. Ernest Ward, of West Bromwich; and Messrs. Preston, Stow & Preston, of London.

Arthur Nunneley Waterman, M.A., who served his clerkship with Mr. Frederick Heygate Nunneley, of Bristol; and Mr. Samuel Pilley, of London.

Frederick Wisden, who served his clerkship with Mr. Sydney Gedge, of London.

Godfrey Edward Wellingham Woolsey, who served his clerkship with Mr. Walker George Stevens, of the firm of Messrs. Miller, Stevens & Sons, of Norwich.

Robert Archibald Young, who served his clerkship with Mr. John Warren Briggs, of the firm of Messrs. Burton & Briggs, of Nottingham.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Richardson—Prize of the Honourable Society of Clement's Inn—value about £10, and the Daniel Reardon Prize—value about 20 guineas.

To Mr. Albert Henry Franklin, who served under articles of clerkship to Mr. Gorden Walsh, of Oxford—'The John Mackrell'—value about £12.

The council have given class certificates to the candidates in the second and third classes.

One hundred and twenty-five candidates gave notice for the examination.

SOLICITORS' FORTUNES.

In the course of an interesting article on "Lawyers' Fortunes" the *Daily Telegraph* says:—Notwithstanding the frequent complaint of solicitors that their branch of the profession is sadly overcrowded, some of them manage to acquire and to leave very considerable fortunes. Mostly these have been made in old-established businesses, and in some cases they doubtless include inherited wealth. In others there have been exceptionally favourable opportunities for the profitable employment of money. Mr. Clayton, of Newcastle, who lived for ninety-eight years, came of a family which had been in the profession of the law for three generations. He, like Mr Jonathan Backhouse, the Quaker banker at Darlington, had the foresight, or the good fortune, to take the side of the railway enterprise in its long and arduous early struggle with the opposing advocates of canals. It was mainly owing to the energy and perseverance of these two men that the Acts were obtained and the money raised for the Newcastle and Carlisle and Stockton and Darlington Railways respectively. When Mr. Clayton did get the Act for the former line in 1829 it was made conditional that the trains should be drawn by horses, and the steam traffic was stopped for a time in 1832 because of the objection of one of the owners of adjoining land. Mr. Clayton, whose country house, Chesters, was near some of the finest remains of the Roman Wall, eventually became the owner of about five miles of the land through which the wall can be traced, and during almost the busiest part of his life he made it a practice to spend one day of the week in explorations on this breezy moorland. He lived to the age of ninety-eight, and died probably the richest solicitor in England. Mr. Joseph Maynard, of Coleman-street, who attained the age of eighty-nine years, was the solicitor to the Eastern Counties Railway, and when a receiver was put in charge of the line, which was the beginning of the company's prosperity, the unpaid balance of Mr. Maynard's bill of costs was about £80,000. Mr. Robert Baxter, of Baxter, Rose, & Norton, who was also concerned for the Eastern Counties Railway, was one of the hardest worked of Parliamentary agents and one of the most zealous of evangelists. Solicitors are so numerous that a summary such as is appended of a few only of those whose estates have been reported during the last five or six years does not, of course, supply the means of taking a fair average of the fortunes acquired in this branch of the profession. The large fortune left by Mr. Edward Whitley, M.P., solicitor, of Liverpool, is not included, as it was chiefly derived from his interest in the brewery business of Greenall, Whitley, & Co., of Warrington.

John Clayton, F.S.A. (98), Town Clerk of Newcastle-on-Tyne	728,746
Joseph Maynard (89), Crowder & Maynard	436,383
Robert Baxter (87), Baxter, Rose, & Norton	35,941
Charles Kaye Freshfield (83), solicitor to the Bank of England and formerly M.P. for Dover	256,089
Sir William Richard Drake (73), Treasurer of County Courts	237,080
Bernard Wake (70), Sheffield	100,614
Edward Waugh (74), formerly M.P. for Cockermouth	93,960
John Giles Mounsey (58), Carlisle	128,030
Somers Clarke (90), Brighton	91,148
Alfred Grundy (78), Manchester	121,962
Robert Edmund Mellersh, Goldalming, solicitor and banker	193,007
George Woodcock (54), Birmingham, solicitor, and of Rudge & Co., Coventry, cycle manufacturer	113,324
Thomas Jennings White, solicitor to the Ecclesiastical Commissioners	59,046
Sir Arnold William White (63), the Queen's private solicitor	21,928
George Burrow Gregory (79), Treasurer of the Foundling Hospital, formerly M.P. for East Sussex	184,307
Reginald Ward, solicitor to the Metropolitan Board of Works and the London County Council	26,000
Sir Henry Watson Parker (69), Parker, Garrett, & Co.	14,011
William Frederick Isaacson (86), Norfolk-street	13,122
Charles Bull, Bedford-row, who died intestate	133,358
Preston Karslake (68), Regent-street	180,288
John Palmer Stocker (82), New Boswell-court	95,165
Frederick Wilmott (67), Hawks, Wilmott, & Stokes	117,766
Theodore Waterhouse (53), Waterhouse & Winterbotham	96 824
John Michael Pearson, Janson, Cobb, and Pearson	49,839
Bartle John Laurie Frere (78), Frere, Foster, & Co.	114,392
Edward Walmisley (75), Abingdon-street	133,240
John Philip Martineau, Theobald's-road, Gray's Inn	70,000
Sir Thomas Martineau (65), Birmingham	62,650
William Francis Low, Wimpole-street	77,000
Frederick Iltid Nicholl (73), Howard-street	106,057
Sir Charles Edward Lewis, Bart. (67), M.P. for Londonderry	56,700
William Smith, Stockport	115,057
Solomon Beyfus (73), Lincoln's-inn	79,734
John Hope (85), Edinburgh, Writer to the Signet	145,223
Philip Beyfus, Russell-square	25,020
Sir Morgan Morgan (51), Cardiff	4,280
Hyman Montagu (50), Bucklersbury	97,641
Henry Leigh Pemberton (58), Official Solicitor to the Supreme Court	12,411
Henry Gover (60), member for twenty-two years of the London School Board	14,488
Jacob Henry Tillett (74), Norwich, formerly M.P.	8,330
William Heaford Daubney (79), Grimsby	85,937
Henry Charles Chilton (92), Lincoln's Inn-fields	41 352
Frederick Robert Crowder (96), Lincoln's Inn-fields	41,407
Henry Ray Freshfield (81), formerly solicitor to the Bank of England	338,630
	£5,160,995

These forty-four solicitors' estates give an average of over £117,000 each.

LEGAL NEWS.

APPOINTMENTS.

Mr. James William Clark, barrister, has been appointed Legal Adviser to the Board of Agriculture, in the place of Mr. Charles Wood, who retires from the public service.

Mr. Frank Wolstencroft Jones, of the firm of E. M. Jones, Son, & Tannett, of 12, South-parade, Leeds, has been appointed a Commissioner for Oaths. Mr. Jones was admitted in June, 1888.

Mr. Thomas Tannett, of the firm of E. M. Jones, Son, & Tannett, of 12, South-parade, Leeds, has been appointed a Commissioner for Oaths. Mr. Tannett was admitted in December, 1888.

Mr. Clarence Harcourt, of the firm of Harcourt, Sons, & Rolt, of St. Paul's-chambers, Nos. 19, 21, and 23, Ludgate-hill, London, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIPS.

Dissolutions.

John Southam and Walter Edward Harwood, solicitors (Southam, Harwood, & Wilson), 78, Cross-street, Manchester. July 6. Each will in future practise on his own account at the above address.

Sidney Francis Saint Jermain Steadman, Bertram Benjamin Van Praagh, Arthur Sims, Harold Gilmore Campion, and Harold Solomon Simmons, solicitors (Steadman, Van Praagh, Sims, & Co.), 23, Old Broad-street, so far as regards Arthur Sims. July 19. [*Gazette*, July 26.

GENERAL.

It is announced that Mr. Ralph Neville, who has been staying for some time at Kronburg, near Frankfort, for the purpose of recruiting his health, is progressing steadily towards recovery.

The *Times* says that up to Wednesday no election petitions had actually been lodged against any return in England and Wales. The judges at present on the rota to try Parliamentary election petitions are Day, Wright, and Collins, JJ., but their year of office will expire on the 24th of October, when three other judges will be appointed.

A writer to the *Saturday Review* remarks that it is not possible to say what was the average cost to each member of an election during the last

century and down to the third decade of this. Making a rough estimate, we should say the average cost for an English borough election in the 'fifties was £400 or £450; for a Welsh county, £80 if uncontested and £3,500 if contested; for a Welsh borough, £80 if uncontested and £900 if contested; for a Scotch county, £670; and for a Scotch burgh, almost £1,200. As we come nearer to our own day we find the details of expenses given more fully. The mean total, however, does not differ materially from the averages here given. The downward tendency, which has been the direct outcome of the removal of some old abuses, is not perceptible in the 1874 and 1880 returns. The expenses of the three elections of 1885, 1886, and 1892 came, as nearly as can be estimated, to £2,609,263, giving an average, on the basis of the number of seats contested, of £1,740, and, on the basis of the total number of seats in the House, of £1,298. In 1859 the cost per vote exceeded £1, and in 1874 it was 14s. or 15s. In 1886 the total cost was £1,026,645 19s., inclusive of returning officers' charges, or an average of 4s. 5d. for every vote polled. In 1892, when the cost of the whole election was £958,532, the average cost per vote in England and Wales was 4s. 2d.; in Scotland, 4s. 8d.; and in Ireland, 2s. 8½d.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Aug. 5	Mr. Farmer	Mr. Ward	Mr. Beal
Tuesday 6	Rolt	Pemberton	Pugh
Wednesday 7	Farmer	Ward	Beal
Thursday 8	Rolt	Pemberton	Pugh
Friday 9	Farmer	Ward	Beal
Saturday 10	Rolt	Pemberton	Pugh
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Aug. 5	Mr. Leach	Mr. Jackson	Mr. Carrington
Tuesday 6	Godfrey	Clowes	Lavie
Wednesday 7	Leach	Jackson	Carrington
Thursday 8	Godfrey	Clowes	Lavie
Friday 9	Leach	Jackson	Carrington
Saturday 10	Godfrey	Clowes	Lavie

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CROWN GRANARIES AND STORES, LIMITED—Petn for winding up, presented July 24, directed to be heard on Aug 7. Foss & Ledsam, Abchurch lane, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 6

EASTERN INVESTMENT CORPORATION, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Mr A P Ibbott, 120, Bishopsgate st Within. Braithwaite, solor, 4, Throgmorton avenue

London Gazette—TUESDAY, July 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CATER & Co, LIMITED—Petn for winding up, presented July 27, directed to be heard on Aug 7. Morten & Co, Newgate st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 6

FREDERICK GREEN & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to A H Ernst Champness, 24, Coleman st

HORSE OWNERS' ASSOCIATION, LIMITED—Creditors are required, on or before Sept 6, to send their names and addresses, and the particulars of their debts or claims, to Mr Percy Henry Stewart, 6, Poultry. Tatham & Co, Queen Victoria st, solors to liquidator

MCKENZIE GOLD MINES, LIMITED—Petn for winding up, presented July 30, directed to be heard on Aug 7. Deacon & Co, Gt St Helen's, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 6

NATIONAL SECULAR HALL SOCIETY, LIMITED—Petn for winding up, presented July 27, directed to be heard on Aug 7. Round & Nathan, 27, Walbrook, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 6

NORTH WESTERN SHIPPING CO, LIMITED—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to William Imrie, 10, Water st, Liverpool

FRIENDLY SOCIETY DISSOLVED.

KENT PHILANTHROPIC SOCIETY, Marquis of Granby Inn, High st, Maidstone, Kent. July 20

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 23.

ALLCROFT, JOSEPH, Derby, Innkeeper Aug 31 Gratton, Chesterfield

ARCHER, MARY ANN, Tollington pk Aug 30 Giraud, Faversham

BARNEBY, WILLIAM, Hereford, Esq Aug 23 Yonge, Worcester

BENHAM, HARRIET, Winchester Aug 20 Dowling, Winchester

BERRY, ERI, Flixton, Lancs Sept 28 Taylor & Co, Manchester

BIRD, CHARLES ELLIS, Bedford row, Solicitor Aug 21 Bird & Hamer, Bedford row

BOGGIS-ROLFE, FRANCIS DOUGLASS, Pimlico, Esq Aug 31 Palmer & Co, Trafalgar sq

BOISSET, FREDERICK, Charing Cross mansions, Actor Aug 20 Thorneycroft & Willis, Chancery lane

BRIGHT, FRANCES MARY, Colwall, Hereford Aug 23 Yonge, Worcester

BUSS, SARAH MARIA, North End, Fulham Aug 31 James & James, Ely pl

CHEETHAM, JAMES, Manchester, Stationer Sept 21 Rylance & Co, Manchester

CLARK, THOMAS, Mill House, Eastry, Miller Aug 27 Brown & Bros, Deal

CORDINGLEY, BENJAMIN, Manningham, Bradford, Builder Aug 1 Robinson & Co, Bradford

DAVIES, THOMAS, Cardiff, Mechanical Engineer Aug 20 James, Swansea

DAWSON, THOMAS, Bloemfontein rd, Shepherd's Bush, Barrister at Law Aug 30 Button & Coy, Covent Garden

DIXON, WILLIAM HENRY, Birmingham, Coal Merchant Aug 31 Smith & Co, Birmingham

EDWARDS, CHRISTIANA, Hull Sept 1 Barker & Mayfield, Hull

ENNOR, JANE, Agnes terrace, Hackney Sept 2 Ashbridge, Whitechapel rd

FORTY, ANNE SOPHIA, Oldsurnford, Wores Aug 16 Wadham Wyndham, Stourbridge

FOSTER, WILLIAM BODMAN, Cheriton, Folkestone Sept 3 Hall, Folkestone

GALE, MARY, Hull Sept 1 Barker & Mayfield, Hull

HALL, ANN TOWRY, Lowndes sq, W Aug 31 Carlisle & Co, New sq, Lincoln's inn

HOOKER, ESTHER, Birmingham Aug 31 Smith & Co, Birmingham

HORNDON, SARAH EMMA, Plymouth Aug 31 Were & Fripp, Plymouth

LOMER, EDWARD, Ramley, nr Lymington, Southampton, Gent Sept 23 Stanton & Co, Southampton

LORD, ROBERT HENRY, Bolton le Moors, Cotton Spinner Aug 31 Pullagar & Hulton, Bolton

MACKAY, ALEXANDER, Ventnor, I W, Sept 3 Way Buckell, Ventnor

NIND, HENRY, Deptford, Gent Aug 17 Gee & Son, Bishops Stortford

NOWLAN, JAMES, Shaw, Lancs, Innkeeper Aug 26 Standring & Co, Shaw

PARKES, CHARLES HENRY, Weybridge, Esq Aug 20 Negus, Bloomsbury sq

PEGG, EMMA, Coventry Aug 31 Twist & Sons, Coventry

PITT, MARY ANN, Devon Aug 27 Partridge & Cockram, Tiverton

PRICE, EMILY ANN, Deal, Kent Aug 31 Brown & Brown, Deal

PRICE, JOHN WILLIAM, Milton st, Wandsworth rd Dec 5 Rowe & Wilkie, Wool Exchange

PURCHASE, ALMEDA, Bridgwater, Somerset Aug 24 Brice, Bridgwater

ROSIER, MARY ANN, Grosvenor rd, Pimlico Aug 31 Barnard, Westminster Bridge rd

RUSSELL, MARY, Philbeach grdns Aug 31 Fishers, Essex st

SEDGWICK, JOHN BELL, St Andrew's pl, Regent's Park, Esq, J P Aug 20 Markby & Co, Coleman st

SHEPPARD, JOHN ECKERSLEY, Bennington, Lincs, Gent Aug 19 Miller & Co, Salter's hall ct

SMITH, GEORGE FRANCE, Mirfield, York, Late Innkeeper Sept 10 Chadwick & Sons, Dewsbury

SMITH, JOHN, Hucknall, Forkard, Notts Newcome Elborne, Nottingham

TAYLOR, CHARLOTTE DOREDE, Bishop's Stortford Aug 17 Gee & Sons, Bishops Stortford

THOMPSON, MARY ANN, Uplands, Smethwick, Stafford Aug 31 Smith & Co, Birmingham

TYRALL, JOHN ENOCH, Moseley, Worcester, Gent Aug 15 Seymour & Co, Birmingham

WILSON, Sir SAMUEL, Grosvenor sq, W Aug 18 Bircham & Co, Parliament st, S W

YOUNG, ALEXANDER, Lincoln's inn, Barrister at Law Aug 23 Kearsley & Co, Old Jewry, E C

London Gazette.—FRIDAY, July 26.

ADERS, WILLIAM HENRY, Manchester, Merchant Aug 31 Cunliffes & Greg, Manchester

BARDSLEY, JANE, Denton, Lancaster Aug 24 Strangeways, Ashton under Lyne

BIRD, FRANCES, Park lane Aug 12 Troutbeck & Co, Victoria st

BRABAZON, Rt Hon FREDERICK GEORGE, Earl of Desborough, Grosvenor sq Sept 2 Farrer & Co, Lincoln's inn fields

CHAPMAN, MARY ANN, West Brompton Sept 14 James & James, Ely place

CHAPMAN, FITZROY GEORGE WESTMACOTT, West Brompton Sept 14 James & James, Ely place

CUNDALL, HARRY, Peckham, Leather Merchant Aug 26 Greenop & Sons, Gracechurch st

DAVEY, CHARLES JAMES, Horsford rd, Brixton Aug 16 Davey, Brixton

DEAN, ELIZABETH, Lowton, Lancaster Aug 31 Davies & Co, Warrington

DIXON, HENRIETTA, Bangor Aug 12 Hughes & Pritchard, Bangor

DIXON, CLEMSEN ROMBEIL, Bangor Aug 12 Hughes & Pritchard, Bangor

DOWNING, JOSEPH VINCENT, Falmouth Sept 1 Downing & Handcock, Cardiff

DURRANT, DANIEL, Lowestoft, Fishing Boat Owner Aug 24 Johnson, Lowestoft

FINNEMORE, WILLIAM, Birmingham, Spoon Manufacturer Aug 10 Robinson & Son, Birmingham

GRANT, Sir FRANCIS, Oxon Heath, nr Tonbridge, Kent Baron Aug 31 Wing & Du Cane Gray's inn sq

GOLLIN, BEARMAN, Liverpool, Merchant Aug 24 Parkinson & Hess, Liverpool

GROOM, FRANK RAYMOND, Hastings Sept 16 Harris & Chetham, Finsbury circus

HARRISON, RICHARD PRYCE, Maida Vale Aug 31 Fishers, Essex st

HATCHMAN, MARY ANN, Huyton, Lancs Aug 31 Barrow & Cook, St Helen's

HERREPATH, MARY ANN, Kensington Aug 31 Lee & Pembertons, Lincoln's inn fields

HUTCHINSON, FREDERICK MONTGOMERY GORDON, South Kensington, Major Aug 31 Ward, Bedford row

JEWELL, MAURICE, Bexley, Kent Sept 30 Blunt & Co, Gresham st

JULIUS, the Rev ARCHIBALD EZRAS, Norfolk Sept 2 Rivington & Son, Fenchurch bldgs

KIMBERLEY, Countess of, Right Hon FLORENCE, Wymondham, Norfolk Sept 9 Collyer-Bristow, Bedford row

KNOWLES, Rev GEORGE RAMSDEN, Lydiate, Lancs Aug 30 Hill & Sons, Ormskirk

LEWINGTON, Rev JOHN BERNARD LORD, Bath Sept 3 Stone & Co, Bath

LIVINGSTONE, STEPHEN, Smethwick, Birmingham Aug 26 Keeping & Gloag, Lombard s

MOBERLY, Rev GEORGE HERBERT, Winchester Aug 31 Moberly & Wharton, Southampton

SMITH, JOSEPH, Handsworth, Staffs, Gent Aug 22 Smith, Birmingham

St Aubyn, Martha, Penzance, Cornwall Aug 31 Borlase & Co, Penzance
Stevens, Maria Anne, Brighton Aug 26 Simonds & Goolden, New inn, Strand
Stevens, William, Keymer, Gent Sept 30 Stevens & Co, Brighton
Stewart, Charles Henry, Bishopston, nr Bristol, Journalist Aug 24 Bond & Co, Plymouth
Taylor, Frederick, Rainhill, Gent Aug 31 Barrow & Cook, St Helens
Wainwright, Sarah, Askern, nr Doncaster Sept 2 Marsh & Son, Rotherham
Withers, John, Tottenham court rd, Brush Manufacturer Aug 21 Brown & Brown, Deal
Wroe, Peter, Methley, Gent Nov 1 Dunn, Leeds

BANKRUPTCY NOTICES.

London Gazette.—Friday, July 26.

RECEIVING ORDERS.

Anderson, John Michael, Brentwood, Grocer Chelmsford Pet July 18 Ord July 18
Applegate, James, Hickling, Farmer Norwich Pet July 22 Ord July 22
Ash, Hyam, Southsea, Jeweller Portsmouth Pet July 23 Ord July 23
Ballard, A C, Sydenham, Estate Agent High Court Pet July 22 Ord July 23
Bates, Joseph, Chorley Wood, Builder St Albans Pet July 4 Ord July 19
Bellamy, Fanny, Worcester, Baker Worcester Pet July 24 Ord July 24
Boyd, William Henry, Victoria st, Advertisement Canvasser High Court Pet June 12 Ord July 23
Brandreth, Maclauchlan Robert Ernest, Brighton, Solicitor Brighton Pet July 15 Ord July 24
Bray, John Starkey, Huddersfield Huddersfield Pet June 26 Ord July 16
Brooks, Joshua, Leeds, Grocer Leeds Pet June 13 Ord July 22
Bulling, Smith, & Co, High Holborn Merchants High Court Pet July 5 Ord July 23
Calvert, Robert, Cawood, Yorks, Blacksmith York Pet July 23 Ord July 23
Chapman, Alfred, Walmgate, York, Cabinet Maker York Pet July 24 Ord July 24
Clarke, Aldridge, Windsor, Tailor Windsor Pet July 4 Ord July 20
Craig, William, Pulverbatch, Salop, Farmer Shrewsbury Pet July 20 Ord July 20
Dale, Joseph, High st, Brentford, Lighterman Brentford Pet July 23 Ord July 23
Darrington, Walter, Bedfordshire. Plumber Bedford Pet July 1 Ord July 23
Diggins, George Albert, Hackney, Brush Manufacturer High Court Pet July 24 Ord July 24
Eddison, John Thomas, Leigh, Lancs, Builder Bolton Pet July 22 Ord July 22
Ellis, Charles Henry, Blackawton, Devonshire, Engineer Plymouth Pet July 23 Ord July 23
Greenham, John Thomas, Ludgate Hill, Hairdresser High Court Pet July 23 Ord July 23
Hickman, B P H, Rusper, nr Horsham, Gent Brighton Pet July 6 Ord July 23
Hollingshead, John, Manchester, Theatrical Manager Manchester Pet July 23 Ord July 23
Jackson, Harry, Kingston upon Hull, Furniture Dealer Kingston upon Hull Pet July 22 Ord July 22
Jenkins, John, Oystermouth, Glamorganshire, Contractor Swansea Pet July 22 Ord July 22
Jones, Edward, Hope, Flintshire, Farmer Wrexham Pet July 23 Ord July 23
Latsom, Hutchinson William, Luton, Solicitor Luton Pet July 13 Ord July 24
Lewis, Jacob, Leeds, Slipper Manufacturer Leeds Pet July 22 Ord July 22
Lightowler, Richard, Whitton, Durham, Farmer Stockton on Tees Pet July 23 Ord July 23
Lloyd, Augustus Lockwood Durham, Charing Cross, Company Promoter High Court Pet May 21 Ord July 24
McBean, Margaret, Leicester, Grocer Leicester Pet July 23 Ord July 23
Nicholls, Charles, Wolverhampton, General Dealer Wolverhampton Pet July 22 Ord July 22
Noad, Charles Augustus, Carey st, Law Stationer High Court Pet June 13 Ord July 24
Powell, George, Begelly, Pems, Collier Pembroke Dock Pet July 23 Ord July 23
Prior, William Thomas, Shanklin, I W, Butcher Newport Pet July 20 Ord July 20
Purnell, George Edward, Cardiff, Licensed Victualler Cardiff Pet July 22 Ord July 22
Rawson, Edwin Elsworth, Pontefract, Yorks, General Dealer Leeds Pet July 22 Ord July 22
Richardson, Henry, Goole, Yorks, Grocer Wakefield Pet July 24 Ord July 24
Salisbury, Thomas Frederick Trumble, Manchester Stationer Manchester Pet July 23 Ord July 23
Sanders, John, Fleet Marston, Bucks, Farmer Aylesbury Pet July 23 Ord July 24
Smith, Thomas, Nottingham, Lithographer Nottingham Pet July 24 Ord July 24
Spark, John, Liverpool, Restaurant Keeper Liverpool Pet July 22 Ord July 22
Stott, George Henry, Pontefract, Yorks, Pleasure Ground Proprietor Wakefield Pet July 22 Ord July 22
Sweet, William James, Plymouth, Builder Plymouth Pet July 23 Ord July 23
Talbot, John Henry, Oxton, Cheshire, Marine Insurance Broker Liverpool Pet July 1 Ord July 23
Taplin, Alfred William, Bretforton, Worcs Worcester Pet July 24 Ord July 24
Thompson, Charles Edward, Mirfield, Yorks, Painter Dewsbury Pet July 22 Ord July 22
Turner, John Thomas, Rochdale, Commission Agent Rochdale Pet July 22 Ord July 22
Watkins, Robert, Norbiton, Surrey High Court Pet July 23 Ord July 23
West, Eli, Shanklin, I W, Boot Dealer Newport Pet July 20 Ord July 20
White, Henry Lee, Stewkley, Bucks, Draper Luton Pet July 13 Ord July 24
White, William, Hastings, Stationer Hastings Pet July 24 Ord July 24
Woolgar, William, Southsea, Saddler Portsmouth Pet July 20 Ord July 20

FIRST MEETINGS.

Akeroyd, Zaccheus, Bradford, Yorks, Builder Aug 7 at 11 Off Rec, 31, Manor row, Bradford
Armit, James Napier, Stockton on Tees, Shipwright Aug 7 at 3 Off Rec, 8, Albert rd, Middlesborough
Barlow, John, Cobridge, Staff, Late Clothier Aug 2 at 12 Off Rec, Newcastle under Lyme
Bulling, Smith, & Co, High Holborn, Merchants Aug 2 at 12 Bankruptcy bldgs, Carey st
Calvert, Robert, Cawood, Yorks, Blacksmith Aug 2 at 10 Off Rec, York
Chapman, Alfred, Walmgate, York, Cabinet Maker Aug 3 at 12.30 Off Rec, York
Clewley, Thomas Percival, Manchester, Silk Merchant Aug 7 at 3 Ogden's chmbrs, Bridge street, Manchester
Coggan, Richmond, Oldham, Lancs, Clothier Aug 2 at 3 Ogden's chmbrs, Bridge st, Manchester
Craig, William, Pulverbatch, Salop, Farmer Aug 3 at 11 Off Rec, Shrewsbury
Dawe, Joseph, Eastcheap, Auctioneer Aug 2 at 11 Bankruptcy bldgs, Carey st
Eddison, John Thomas, Leigh, Lancs, Builder Aug 2 at 11 16, Wood st, Bolton
Ellis, Frederic, Haverfordwest, Grocer Aug 9 at 11 Off Rec, Bank chmbrs, Corn st, Bristol
Francis, John, Bridgend, Glam, Fishmonger Aug 7 at 11 Off Rec, 29, Queen st, Cardiff
Greenham, John Thomas, Bowes Park, Hairdresser Aug 2 at 11 Bankruptcy bldgs, Carey st
Grimmer, Herbert Alexander, Mettingham, Suffolk, Farmer Aug 3 at 12 Off Rec, 8, King st, Norwich
Harris, Charles Henry, Harrietsham, Kent, Coal Merchant Aug 6 at 11.30 Off Rec, Week st, Maidstone
Harris, Samuel, Barrow in Furness, Steelroller Aug 2 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
Hook, Charles Campbell, Parliament st, Major Aug 2 at 3.30 Off Rec, 4, East st, Southampton
Howell, Henry, Redberth, Pems, Farmer Aug 2 at 2.30 Temperance Hall, Pembroke Dock
Hyde, John, Idol lane, Gt Tower st, Commission Agent Aug 2 at 12 Bankruptcy bldgs, Carey st
Jessop, Mary, Rotherham, Innkeeper Aug 2 at 2.30 Off Rec, Figtree lane, Sheffield
Kershaw, Joseph Payne, Widnes, Timber Merchant Aug 7 at 2 Off Rec, 35, Victoria st, Liverpool
Long, Robert, Barrow in Furness, Upholsterer Aug 2 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
Mansfield, Harold Augustus, Surbiton, Engineer Aug 7 at 12 Bankruptcy bldgs, Carey st
Mather, William, Bill Quay, Durham, Builder Aug 12 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
McNeill, Alfred, Camden rd, Manufacturer Aug 7 at 11 Bankruptcy bldgs, Carey st
Oglesby, George, Rotherham, Mattress Maker Aug 2 at 3 Off Rec, Figtree lane, Sheffield
Osborne, Lord Albert Edward Godolphin, New Club, Grafton st, Gent Aug 8 at 11 Bankruptcy bldgs, Carey st
J Peters & Co, Southwark Aug 7 at 2.30 Bankruptcy bldgs, Carey st
Powell, George, Begelly, Pembroke, Collier Aug 2 at 3 Temperance Hall, Pembroke Dock
Richardson, Henry, Goole, Yorks, Grocer Aug 2 at 11 Off Rec, 6, Bond terrace, Wakefield
Self, John, St Mary, Norfolk, Farmer Aug 3 at 12.30 Off Rec, 8, King st, Norwich
Smith, Henry, Liverpool, Butcher Aug 7 at 3 Off Rec, 35, Victoria st, Liverpool
Thomas, Gwilym Richard, Ystrad, Glam, Hay Merchant Aug 2 at 12 Off Rec, Merthyr Tydfil
Tilbury, James, High st, Potter's Bar, Baker Aug 2 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
Trewhitt, Benjamin (jun), Sunderland, Auctioneer Aug 2 at 3 Off Rec, 25, John st, Sunderland
Ward, Maria, Bawtry, Yorks, Draper Aug 2 at 3.30 Off Rec, Figtree lane, Sheffield
Weeks, Frank, Southampton, Bookseller Aug 2 at 3 Off Rec, 4, East st, Southampton
Williams, John Henry, Ashton under Lyne, Reedmaker Aug 8 at 12.15 Townhall, Ashton under Lyne
Wood, William, Brighton, Hotel Proprietor Aug 6 at 12 Off Rec, Pavilion bldgs, Brighton

ADJUDICATIONS.

Anderson, John Michael, Brentwood, Essex, Grocer Chelmsford Pet July 17 Ord July 18
Applegate, James, Hickling, Norfolk, Farmer Norwich Pet July 6 Ord July 22
Ashworth, John, Cheetham, Jeweller Manchester Pet May 27 Ord July 24
Barlow, John, Burslem, Staffs, Late Clothier Burslem Pet June 28 Ord July 23
Bellamy, Fanny, Worcester, Baker Worcester Pet July 24 Ord July 24
Bray, John Starkey, Huddersfield Huddersfield Pet June 26 Ord July 20
Burden, Wilfrid, Oswestry, Salop, Timber Merchant Newtown Pet May 14 Ord June 27
Calvert, Robert, Cawood, Yorks, Blacksmith York Pet July 23 Ord July 23
Chambers, Collins, and Haigh, Lunn, Huddersfield Woollen Merchants Huddersfield Pet June 24 Ord July 20
Chapman, Alfred, Walmgate, York, Cabinet Maker York Pet July 23 Ord July 24
Childs, George, Ventnor, I W, Posting Master Newport Pet June 6 Ord July 1
Craig, William, Church, Pulverbatch, Farmer Shrewsbury Pet July 20 Ord July 22
Crawford, James Hamilton, Gloucester rd, Club Proprietor High Court Pet June 5 Ord July 23
Dale, Joseph, High st, Brentford, Lighterman Brentford Pet July 23 Ord July 23
Daniel, James, Neath, Glam, Ale Merchant Neath Pet July 17 Ord July 22
Davies, Griffith John Rees, Mountain Ash, Glam, Farmer Pontypridd Pet July 19 Ord July 23
Eddison, John Thomas, Leigh, Lancs, Builder Bolton Pet July 22 Ord July 22
Ellis, Charles Henry, Blackwater, Devonshire, Engineer, Plymouth Pet July 19 Ord July 23
Hollingshead, John, Manchester, Theatrical Manager Manchester Pet July 23 Ord July 23
Jackson, Harry, Kingston upon Hull, Furniture Dealer Kingston upon Hull Pet July 22 Ord July 22
Jenkins, John, Swansea, Contractor Swansea Pet July 22 Ord July 22
Kershaw, Joseph Payne, Widnes, Lancs Liverpool Pet June 28 Ord July 24
King, Henry, Herne Bay, Licensed Victualler Canterbury Pet July 1 Ord July 23
Lewis, Jacob, Leeds, Slipper Manufacturer Leeds Pet July 22 Ord July 22
Lightowler, Richard, Whitton, Durham, Farmer Stockton on Tees Pet July 22 Ord July 23
Little, Robert, Cardiff, Warehouseman Cardiff Pet June 12 Ord July 19
McBean, Margaret, Belgrave, Leics, Grocer Leicester Pet July 23 Ord July 23
Nicholls, Charles, Wolverhampton, General Dealer Wolverhampton Pet July 22 Ord July 22
Powell, George, Begelly, Collier Pembroke Dock Pet July 23 Ord July 23
Prior, Arthur George, Bishops Stortford, Coal Merchant Hertford Pet July 18 Ord July 19
Prior, William Thomas, Shanklin, I W, Butcher Newport Pet July 20 Ord July 20
Purnell, George Edward, Cardiff, Licensed Victualler Cardiff Pet July 22 Ord July 22
Rawson, Edwin Elsworth, Leeds, General Dealer Leeds Pet July 22 Ord July 22
Salisbury, Thomas Frederick Trumble, Moss Side, Stationer Manchester Pet July 23 Ord July 23
Simkin, Charles, Chevington, Agricultural Labourer Bury St Edmunds Pet June 18 Ord June 18
Smith, Thomas, St Mary, Notts, Lithographer Nottingham Pet July 24 Ord July 24
Spark, John, Liverpool, Restaurant Keeper Liverpool Pet July 22 Ord July 22
Sweet, William James, Plymouth, Builder Plymouth Pet July 23 Ord July 23
Taplin, Alfred, William, Bretforton, Worcestershire, Late Haulier Worcester Pet July 24 Ord July 24
Thompson, Charles Edward, Ravensthorpe, Mirfield, Yorks, Painter Dewsbury Pet July 22 Ord July 22
Thorburn, John, Bouverie st, Bookbinder High Court Pet June 21 Ord July 22
Turner, John Thomas, Rochdale, Commission Agent Rochdale Pet June 22 Ord June 22
Watkins, Robert, Norbiton, Surrey, Late Ironmonger High Court Pet July 23 Ord July 23
West, Eli, Shanklin, I of W, Boot Dealer Newport Pet July 20 Ord July 20
White, William, Hastings, Sussex, Stationer Hastings Pet July 24 Ord July 24
Wiltshire, Frederick William, Earl's court, Financial Agent High Court Pet May 28 Ord July 23
Woolgar, William, Southsea, Saddler Portsmouth Pet July 20 Ord July 20

London Gazette.—Tuesday, July 30.

RECEIVING ORDERS.

Alexander, A B, Brixton rd, Clothier High Court Pet July 22 Ord July 24
Barnsley, Ernest Frederick Handel, Cradley Heath, Staffs, Ironfounder Dudley Pet July 23 Ord July 23
Brass, T A, Surbiton, Gent Kingston, Surrey Pet July 1 Ord July 26
Burton, G W, Brooke, Norfolk, Farmer Norwich Pet July 11 Ord July 26
Byrne, Joseph, Wednesbury, Licensed Victualler Walsall Pet July 23 Ord July 23
Case, Samuel, Brighton, Hotel Valuer High Court Pet July 27 Ord July 27
Coleman, A, Mexfield rd, East Putney, Builder Wandsworth Pet July 5 Ord July 25
Crosbie, Robert Charles, Sunderland, Draper's Traveller Sunderland Pet July 26 Ord July 26
Dowell, Walter, Birmingham, Machinist Birmingham Pet July 24 Ord July 24
Evans, Charlotte, Bedford Bedford Pet July 17 Ord July 26
Foster, Harry Carden, Gt Grimsby, Fish Merchant Gt Grimsby Pet July 26 Ord July 26
Freeman, Samuel George, West Bridgford, Notts Commercial Traveller Nottingham Pet July 27 Ord July 27
Gurry, James, Shrewsbury, Implement Dealer, Shrewsbury Pet July 24 Ord July 24
Hargreave, Charles, Leeds, Solicitor Leeds Pet July 10 Or July 24
Hartland, Henry Elijah, Handsworth, Staffs, Commer-

cial Traveller Birmingham Pet July 23 Ord July 23

HODGSON, THOMAS H, Higher Tranmere, Cheshire, Superintendent Birkenhead Pet June 14 Ord July 25

HOGAN, JAMES, Borough rd, Lodging house Keeper High Court Pet July 25 Ord July 25

HUGHES, ALFRED, Graham rd, Dalston, Case Manufacturer High Court Pet July 27 Ord July 27

KING, FARNHAM E, Birmingham, Tea Dealer Birmingham Pet July 13 Ord July 24

KNIGHT, JOHN WILLIAM, Hipperholme, nr Halifax, Fish Dealer Halifax Pet July 27 Ord July 27

LEWIS, DAVID, Tynewydd, Glam, Tailor Pontypridd Pet July 24 Ord July 24

LIDINGTON, SARAH JANE LESLIE, Bristol, Grocer Bristol Pet July 25 Ord July 25

MATCHAM, THOMAS, Bishopstoke, Hants, Dairy Farmer Winchester Pet July 26 Ord July 26

MEEK, THOMAS, Bilston, Staffs, Poulterer Wolverhampton Pet July 24 Ord July 25

MILBURN, THOMAS, Leeds Leeds Pet July 24 Ord July 24

ROBINSON, WILLIAM, Craven Arms, Salop, Builder Leominster Pet July 26 Ord July 26

RUSSELL, HENRY, Darfield, Yorks Barnsley Pet July 26 Ord July 26

SELLICK, ALFRED JOHN, Aylesbeare, Devon, Innkeeper Exeter Pet July 22 Ord July 22

SHARP, CHARLES KIRKPATRICK, Brockley, Clerk High Court Pet July 25 Ord July 25

SHIRES, THOMAS, Leeds Leeds Pet July 24 Ord July 24

STABLES, EMILY BEATRICE, West Kensington, Boarding House Manageress High Court Pet June 20 Ord July 25

STREETS, EDGAR, Bexhill, Sussex, Bookseller Hastings Pet July 25 Ord July 25

SWIFT, ROBERT WILLIAM, Wolverhampton, Builder Wolverhampton Pet July 27 Ord July 27

TAYLOR, JUDITH ANN, Nelson, Lancs, Fishmonger Burnley Pet July 25 Ord July 25

TAYLOR, LEWIS, Leeds Leeds Pet July 26 Ord July 26

THORP, FREDERICK GEORGE, Birmingham, Licensed Victualler Birmingham Pet July 25 Ord July 25

TRIPTREE, FREDERIC, Surrey, Draper High Court Pet July 25 Ord July 25

WAITE, THOMAS, Bexhill, Sussex, Builder Hastings Pet July 26 Ord July 26

WARDLE, MOSES, Worksop, Notts. Furniture Dealer Sheffield Pet July 26 Ord July 26

WATSON, GEORGE, Thorpe St Peter, Lincolnshire. Cottager Boston Pet July 26 Ord July 26

WATSON, WALTER, Handsworth, Staffs, Lithographic Artist Birmingham Pet July 22 Ord July 22

WHEATLEY, THOMAS JOHN, Wymeswold, Innkeeper Leicester Pet July 25 Ord July 25

WHITE, ALBERT HENRY, Portland, Dorsetshire, Builder Dorchester Pet July 27 Ord July 27

WHITEHEAD, DANIEL TAYLOR, Burnley, Lancs, Beerseller, Burnley Pet July 26 Ord July 26

WILDE, OSCAR FINGAL O'FLAHERTIE WILLS, H M Prison, Pentonville, Author High Court Pet June 21 Ord July 25

WILFORD, ELIZABETH, Leicester, Shoe Manufacturer Leicester Pet July 25 Ord July 25

WILSON, WILLIAM, Carlisle, Joiner Carlisle Pet July 27 Ord July 27

Amended notice substituted for that published in the London Gazette of the 16th July:—

CLEWLEY, THOMAS PERCIVAL, Manchester, Silk Merchant Manchester Pet June 28 Ord July 12

FIRST MEETINGS.

ALCOCK, JOSEPH PITMAN, Bromsgrove, Chemist Aug 8 at 11.30 Off Rec, 45, Copenhagen st, Worcester

BIRD, THOMAS COLBRICK, Moseley, Grocer Aug 7 at 11 Off Rec, 45, Copenhagen st, Worcester

BRAY, JOHN STARKEY, Huddersfield Aug 7 at 2.30 Off Rec, 19, John William st, Huddersfield

DANIEL, JAMES, Neath, Ale Merchant Aug 7 at 12 Off Rec, 31, Alexandra rd, Swansea

DIGGINS, GEORGE ALBERT, Hackney, Brush Manufacturer Aug 6 at 12 Bankruptcy bldgs, Carey st

GOULD, WILLIAM JAMES, Oldham, Milliner Aug 6 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

GURST, JAMES, Shrewsbury, Implement Dealer Aug 10 at 2 Law Society's Rooms, Talbot chmbrs, Shrewsbury

E HAMMERSLEY & SONS, Nottingham, Timber Merchants Aug 6 at 12 Off Rec, St Peter's Church walk, Nottingham

HEFFER, HARRY EDWARD, Richmond, Toy Merchant Aug 9 at 12 24, Railway app, London Bridge

JONES, WILLIAM, Dalston Aug 6 at 11 Bankruptcy bldgs, Carey st

JORDAN, THOMAS, Birmingham Aug 9 at 11 23, Colmore row, Birmingham

LEWIN, THOMAS HENRY, New Basford, Notts, Journeyman Joiner Aug 8 at 12 Off Rec, St Peter's Church walk, Nottingham

LEWIS, JACOB, Leeds, Slipper Manufacturer Aug 7 at 11 Off Rec, 22, Park row, Leeds

LLOYD, AUGUSTUS LOCKWOOD DEBENAM, Charing Cross, Company Promoter Aug 6 at 12 Bankruptcy bldgs, Carey st

MCBEAN, MARGARET, Belgrave, Leics, Grocer Aug 9 at 12.30 Off Rec, 1, Berridge st, Leicester

MORRIS, WALTER MALCOLM, Cardiff Aug 8 at 11 Off Rec, 29, Queen st, Cardiff

NOAD, CHARLES AUGUSTUS, Chancery lane, Law Stationer Aug 6 at 11 Bankruptcy bldgs, Carey st

PAGE, ROBERT BRUNSDON, Cheltenham, Glos, Wood Dealer Aug 8 at 11 County Court bldgs, Cheltenham

PARKER, GEORGE HENRY, Gunnersbury, Stockbroker Aug 7 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

PARRY, EVAN EVAN, Bethesda, Carnarvon, Bootmaker Aug 8 at 2 Crypt chmbrs, Eastgate row

PURNELL, GEORGE EDWARD, Cardiff, Licensed Victualler Aug 7 at 11.30 Off Rec, 29, Queen st, Cardiff

SCOTT, RONALD A, Acton Hill, Middlesex, Electrical Engineer Aug 7 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

SELLICK, ALFRED JOHN, Aylesbeare, Devon, Innkeeper Aug 7 at 10 Off Rec, 13, Bedford circus, Exeter

SMITH, EDWARD, Essex, Paving Contractor Aug 7 at 12 Bankruptcy bldgs, Carey st

SMITH, FREDERICK, Worcester, Pianoforte Dealer Aug 8 at 12 Off Rec, 45, Copenhagen st, Worcester

STURMAN, JOHN, Halesowen, Worcs, Grocer Aug 7 at 2.10 Talbot Hotel, Stourbridge

SYLVESTER, THOMAS, Birmingham, Licensed Victualler Aug 7 at 12 23, Colmore row, Birmingham

THOMPSON, CHARLES EDWARD, Ravensthorpe, Mirfield, Yorks, Painter Aug 6 at 11 Off Rec, Bank chmbrs, Batley

TONKIN, THOMAS HARVEY, St Levan, Cornwall, Farmer Aug 6 at 12.30 Off Rec, Boscawen st, Truro

WALDEN, FREDERICK JOHN CHARLES, and JOHN RICHARD WALDEN, Bournemouth, Builders Aug 7 at 12.30 Off Rec, Salisbury

WATKINS, ROBERT, Norbiton, Surrey, Ironmonger Aug 7 at 11 Bankruptcy bldgs, Carey st

WHEATLEY, THOMAS JOHN, Wymeswold, Leics, Innkeeper Aug 8 at 12.30 Off Rec, 1, Berridge st, Leicester

WHITCOMBE, VINCENT, Nottingham, Physician Aug 8 at 11 Off Rec, St Peter's Church walk, Nottingham

WHITSED, WILLIAM AUGUSTUS, Weymouth st, Portland pl Aug 6 at 12 Bankruptcy bldgs, Carey st

WILFORD, ELIZABETH, Leicester, Shoe Manufacturer Aug 8 at 12 Off Rec, 1, Berridge st, Leicester

WILKINSON, JOHN STOW, Cottam, Notts, Labourer Aug 13 at 12 Off Rec, 31, Silver st, Lincoln

WOODMAN, RICHARD, Birmingham, Draper Aug 9 at 12 Bankruptcy bldgs, Carey st

YOXALL, PETER, Birmingham, Grocer Aug 7 at 11 23, Colmore row, Birmingham

ADJUDICATIONS.

ALEXANDER, ADAM BEXTER, Brixton rd, Clothier High Court Pet July 22 Ord July 27

ANNAN, DAVID, Bromley by Bow, Ironfounder High Court Pet July 3 Ord July 24

ASH, HYAM, Southsea, Jeweller Portsmouth Pet June 20 Ord July 23

BARNSLEY, ERNEST FREDERICK HANDEL, Cradley Heath, Staffs, Ironfounder Dudley Pet July 23 Ord July 24

BELSHAW, WILLIAM, Altrincham, Cheshire, Joiner Manchester Pet June 26 Ord July 27

BOYD, WILLIAM HENRY, Victoria st, Advertisement Canvasser High Court Pet June 12 Ord July 27

BRANDRETH, MACLAUCHLAN ROBERT ERNEST, Brighton, Solicitor Brighton Pet July 15 Ord July 25

CROSBIE, ALICE, Sunderland, Draper Sunderland Pet July 17 Ord July 25

DARRINGTON, WALTER, Bedford, Plumber Bedford Pet July 1 Ord July 27

DIGGINS, GEORGE ALBERT, Hackney, Brush Manufacturer High Court Pet July 24 Ord July 24

FANSHAWE, JOHN GASPARD, Albert gate, Gent High Court Pet Feb 27 Ord July 27

FOLLETT, GEORGE, Dulwich, Grocer High Court Pet July 3 Ord July 27

FOSTER, HARRY CARDEN, Gt Grimsby, Fish Merchant Gt Grimsby Pet July 26 Ord July 26

FREEMAN, SAMUEL GEORGE, West Bridgford, Notts, Commercial Traveller Nottingham Pet July 27 Ord July 27

GIBBS, HAROLD EDWIN, Marylebone rd, Organist High Court Pet July 10 Ord July 27

GREENHAM, JOHN THOMAS, Myddleton rd, Bowes Pk, Hairdresser High Court Pet July 23 Ord July 26

HARGRAVE, CHARLES, Leeds, Solicitor Leeds Pet July 10 Ord July 26

HARTLAND, HENRY ELIJAH, Handsworth, Staffs, Commercial Traveller Birmingham Pet July 23 Ord July 27

HARVEY, Rev G H Edenbridge, Kent, Clerk in H O High Court Pet June 12 Ord July 26

HERVIEU, AUGUSTE, Store st, Tottenham Court rd, Merchant High Court Pet May 4 Ord July 24

HOGAN, JAMES, Southwark, Lodging house Keeper High Court Pet July 25 Ord July 25

HUGHES, ALFRED, Dalston, Manufacturer High Court Pet July 27 Ord July 27

JONES, EDMUND, Reading Reading Pet July 9 Ord July 26

JONES, EDWARD, Carnarvon Bangor Pet June 12 Ord July 26

JONES, SAMUEL HERBERT, Manchester, Raiser Manchester Pet June 17 Ord July 25

KNIGHT, JOHN WILLIAM, Hipperholme, nr Halifax, Fried Fish Dealer Halifax Pet July 27 Ord July 27

LANSDOWN, MARY ANN, Bath, Draper Bath Pet June 29 Ord July 25

LEWIS, DAVID, Treherbert, Tailor Pontypridd Pet July 24 Ord July 24

MATCHAM, THOMAS, Bishopstoke, Hants, Dairy Farmer Winchester Pet July 26 Ord July 26

MCNEILL, ALFRED JOHN, Hartham rd, Camden rd, Manufacturer High Court Pet June 17 Ord July 24

MEEK, THOMAS, Bilston, Staffs, Poulterer Wolverhampton Pet July 24 Ord July 25

MILBURN, THOMAS, Leeds, Cabinet Maker Leeds Pet July 24 Ord July 24

MORRIS, WALTER MALCOLM, Cardiff Cardiff Pet June 25 Ord July 26

OSBORNE, LORD ALBERT EDWARD GODOLPHIN, Grosvenor st W High Court Pet June 15 Ord July 27

PENTON, GEORGE, Hinckley, Leics, Ironmonger Leicester Pet July 3 Ord July 17

PETRES, JOHN OTHO, Hop Exchange, Southwark High Court Pet June 27 Ord July 25

PRINGLE, ALEXANDER JAMES, Red Lion sq, W C, China Dealers High Court Pet April 6 Ord July 26

PRINGLE, HENRY STRACHAN, Bromley by Bow High Court Pet May 6 Ord July 24

RICHARDSON HENRY, Geole, York, Grocer Wakefield Pet July 24 Ord July 24

ROBINSON, WILLIAM, Craven Arms, Salop, Builder Leominster Pet July 25 Ord July 26

ROLFE, JOHN, Aston Clinton, Bucks, Carpenter Aylesbury Pet July 20 Ord July 25

RUSSELL, HENRY, Darfield, Barnsley, Yorks, Cashier Barnsley Pet July 26 Ord July 26

SELLICK, ALFRED JOHN, Aylesbeare, Devonshire, Innkeeper Exeter Pet July 22 Ord July 22

SHARP, CHARLES KIRKPATRICK, Brockley, Clerk High Court Pet July 25 Ord July 25

SHIRES, THOMAS, Hunslet, Leeds, Late Pawnbroker Leeds Pet July 24 Ord July 24

STOTT, GEORGE HENRY, Pontefract, Pleasure ground Proprietor Wakefield Pet July 22 Ord July 22

TAYLOR, JUDITH ANN, Nelson, Lancs, Fishmonger Burnley Pet July 25 Ord July 25

TAYLOR, LEWIS, Leeds, Draper Leeds Pet July 26 Ord July 26

THURLOW, Baron the Rt Hon THOMAS JOHN HOVELL THURLOW CUMMING BRUCE, Tokenhouse bldgs High Court Pet Feb 17 Ord July 23

TILBURY, JAMES, Potter's Bar, Baker Barnet Pet July 19 Ord July 24

TREWHITT, BENJAMIN, the younger, Sunderland, Auctioneer Sunderland Pet June 17 Ord July 25

TRIPTREE, FREDERICK, Newington butts, Draper High Court Pet July 25 Ord July 27

TUCKER, WILLIAM, Mansion House chmbrs, Gent High Court Pet May 29 Ord July 24

TYRRELL, WILLIAM, Southsea, Gent Portsmouth Pet July 23 Ord July 23

WARDLE, MOSES, Worksop, Furniture Dealer Sheffield Pet July 26 Ord July 26

WATSON, GEORGE, Thorpe St Peter, Lincs, Cottager Boston Pet July 25 Ord July 26

WATSON, WALTER, Handsworth, Staffs, Lithographic Artist Birmingham Pet July 22 Ord July 27

WHEATLEY, THOMAS JOHN, Wymeswold, Leics, Innkeeper Leicester Pet July 25 Ord July 25

WHITE, ALBERT HENRY, Portland, Builder Dorchester Pet July 27 Ord July 27

WHITEHEAD, DANIEL TAYLOR, Burnley, Lancs, Auctioneer Burnley Pet July 26 Ord July 26

WILFORD, ELIZABETH, Leicester, Shoe Manufacturer Leicester Pet July 25 Ord July 25

WILSON, WILLIAM, Carlisle, Joiner Carlisle Pet July 27 Ord July 27

WOOD, PERCY, Queen Anne st, Cavendish sq, Artist High Court Pet May 28 Ord July 26

WOOD, WILLIAM, Brighton, Hotel Proprietor Brighton Pet June 19 Ork July 26

ZLATEO, LASCARIS CONSTANTINE, Manchester, Merchant Manchester Pet July 5 Ord July 27

ADJUDICATIONS ANNULLED.

REYNOLDSON, ARTHUR, Salisbury, Jeweller Salisbury Adjud Nov 14, 1893 Annul July 19

SMITH, GEORGE EDWARD, Forest View rd, Manor Pa S, Essex, Civil Service Pensioner High Court Adjud March 31, 1887 Annul July 18

NOTICE OF DAY APPOINTED FOR PROCEEDING WITH PUBLIC EXAMINATION ADJOURNED SINE DIE.

DORE, FRANK, New st, Covent Garden, Publican High Court Exam Aug 1 at 12.30

SALES OF ENSUING WEEK.

Aug. 6.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2, Freehold and Leasehold Block of Buildings in City of London (see advertisement, July 20, p. 4).

Aug. 8.—Messrs. WEATHERALL & GREEN, at the Mart, at 2, Freehold Ground-Rents (see advertisement, July 20, p. 4).

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